

**IN THE SUPERIOR COURT OF PEACH COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA)	
)	
v.)	
)	
RONNIE BARTLETT and LEE)	Indictment No. 16-CR-379
BARTLETT,)	
)	
Defendants.)	
_____)	

MOTION TO DISQUALIFY STATE’S COUNSEL

Defendants Ronnie Bartlett and Lee Bartlett (the “Bartletts”) hereby move this Court for an order disqualifying K. David Cooke, Jr. (“Cooke”) and Michael G. Lambros (“Lambros”) from representing the State of Georgia in its prosecution of the Bartletts.

I. INTRODUCTION

The Indictment stems from the State’s illegal raid on May 5, 2015, of the Bartletts’ former place of business, Captain Jack’s Crab Shack in Byron, Georgia (“Captain Jack’s”), during which the State seized nine bona fide coin operated amusement machines, cash, and other personal property belonging to Captain Jack’s and the Bartletts. Cooke and Lambros seized the Bartletts’ property, turned all their assets over to a court-appointed receiver, forced them into bankruptcy, and forced the closure of their business, all in violation of the Bartletts’ due process rights.

Seventeen months later, after the Bartletts filed a federal civil rights lawsuit against Cooke and Lambros for their unconstitutional actions related to the illegal raid, Cooke and Lambros obtained the Indictment asserting eight charges against the Bartletts, including two RICO charges, two RICO conspiracy charges, three counts relating to commercial gambling, and

one count of making false writings and statements. The Indictment virtually mirrors the State's allegations in its *in personam* civil RICO forfeiture action against Captain Jack's and the Bartletts, which Lambros and Cooke dismissed in August 2016 because there were no assets left to make further proceedings worthwhile for them.

Cooke's and Lambros's prosecution of the Bartletts is part of their wide-reaching pattern and practice, over a period of at least 17 years in Lambros's case, of seizing and retaining assets of small businesses allegedly involved in, but neither indicted on nor convicted of, racketeering activity. For a period of at least 10 years, Lambros has focused his efforts on a particularly lucrative source of forfeiture proceeds – civil RICO forfeitures of the assets of small businesses and business owners allegedly engaged in “commercial gambling” as a result of having bona fide coin operated amusement machines on their premises. Lambros leverages the threat of criminal prosecution against vulnerable business owners, many of whom are immigrants to this country, to extort settlements from them, the proceeds of which Lambros and Cooke retain for their personal financial and political benefit.

The Georgia Court of Appeals, in two 2012 decisions, expressly prohibited Lambros from receiving compensation for his work as a special assistant district attorney in amounts that correspond to the amount of assets realized from forfeiture cases, and a Georgia statute directly prohibits such compensation arrangements in forfeiture cases. Regardless, more than five years later Lambros continues to draw compensation from the State, without any contract authorizing the amount or manner of such compensation, in lump sum amounts that correspond with the amount of forfeited assets recovered in each case, not based on the actual number of hours he works for the State or with a set salary. In fact, documents Lambros produced to the Bartletts' counsel in response to requests under the Open Records Act show Lambros and his private law

firm drew compensation from forfeiture cases just during the 16-month period from April 2016 to August 2017, totaling \$710,000.00. Because Lambros's compensation arrangements violate Georgia case law and statutory law, the Georgia Constitution, Georgia's public policy, and the Rules of Professional Conduct, he must be disqualified from representing the State in its prosecution of the Bartletts.

In addition, Cooke's and Lambros's retention of forfeited proceeds from their raids of Captain Jack's and other small businesses and corresponding *in personam* civil RICO actions gives them a financial stake in their prosecution of the Bartletts, which creates a continuing conflict of interest and an apparent bias that violates the Bartletts' due process rights and disqualifies Cooke and Lambros from prosecuting this case on behalf of the State. While Lambros keeps these proceeds individually, Cooke uses them in an attempt to gain influence in his electoral jurisdiction.

The Bartletts will be denied a fair trial and public confidence in the impartiality of the criminal justice system will be undermined if Cooke and Lambros are allowed to participate in this prosecution.

II. ARGUMENT AND CITATION OF AUTHORITY

A disqualifying conflict of interest arises where a prosecutor has a personal interest or stake in the prosecution of the defendant, which creates "the appearance of a prosecution unfairly based on private interests rather than one properly based on vindication of public interests." Head v. State, 253 Ga. App. 757, 758 (2002). A disqualifying personal interest exists where a prosecutor has a pecuniary interest in securing an indictment and conviction. See Brown v. State, 145 Ga. App. 530, 531, *rev'd on other grounds*, 242 Ga. 536 (1978). In such an instance,

“the trial court abuses its discretion in denying a motion to disqualify him” Amusement Sales, Inc. v. State, 316 Ga. App. 727, 735 (2012).

The disqualifying conflicts of interest here arise from (1) Lambros’s improper compensation arrangements with the State and (2) Cooke’s and Lambros’s pecuniary interest in safeguarding their practice of retaining proceeds of their civil forfeiture actions against small business owners such as the Bartletts. As shown below, Cooke’s and Lambros’s prosecution of the Bartletts is based on their own pecuniary interests rather than on vindication of any public interest, and they must be disqualified.

A. Lambros Must Be Disqualified Because His Improper Compensation Arrangements with the State Create a Conflict of Interest.

1. Lambros’s Compensation Arrangements Violate O.C.G.A. § 15-18-20(b).

Under O.C.G.A. § 15-18-20(b), special assistant district attorneys (“SADAs”) “serve at the pleasure of the district attorney and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the district attorney with the approval of the county or counties comprising the judicial circuit.” With regard to his role as a SADA in the civil and criminal prosecutions of the Bartletts, Lambros has no contract authorizing his employment as a SADA, governing the work he performs for the State, or setting the manner and amount of his compensation, and his compensation has neither been fixed by local Act nor approved by the counties comprising the Macon Judicial Circuit.

On March 28, 2016, the Bartletts’ counsel sent a request under the Georgia Open Records Act to Cooke, in his capacity as District Attorney for the Macon Judicial Circuit, at his office address in Macon, Georgia, seeking

all records, in whatever form, with regard to Mr. Michael Lambros to include employment contracts, electronic mail, expense and reimbursement requests,

invoices, cellular telephone records and all other material concerning Mr. Lambros.

See March 28, 2016, Open Records Act Request (attached hereto as **Exhibit A**). On April 5, 2016, the Bartletts' counsel sent another request to Cooke at his office address in Macon, Georgia, under the Georgia Open Records Act for

all documents with regard to the appointment of Michael Lambros as a special assistant district attorney in the Macon Judicial Circuit. This includes, but is not limited to, any oath of office, contract, invoices, expense reimbursements, payments or other related material.

See April 5, 2016, Open Records Act Request (attached hereto as **Exhibit B**) (Exhibits A and B are referred to herein as the "Open Records Requests"). Cooke did not respond to the Open Records Requests. Instead, Lambros, from his private law firm in Atlanta, acknowledged receipt of both requests¹ and, on April 12, 2016, sent a letter to the Bartletts' counsel enclosing 84 pages of documents he claimed were responsive to the Open Records Requests. See April 12, 2016, letter from Lambros to Christopher Anulewicz (attached hereto as **Exhibit E**).

After reviewing the documents Lambros produced, the Bartletts' counsel sent a letter to Cooke on May 12, 2016, stating the documents produced did not include any contracts between Cooke or the State and Lambros, which the Open Records Requests expressly requested, or any documents showing the source of Cooke's authority to hire Lambros as a SADA and pay him compensation from State funds. See May 12, 2016, letter from Christopher Anulewicz to Cooke (attached hereto as **Exhibit F**). The Bartletts' counsel's May 12, 2016, letter requested Cooke to produce all responsive documents that had not been previously produced or confirm all documents responsive to the Open Records Requests had been produced. See id.

On May 20, 2016, Cooke responded by email to the May 12, 2016, letter, stating,

¹ Lambros acknowledged receipt of the Open Records Requests by letters dated April 1, 2016, and April 8, 2016, copies of which are attached hereto as **Exhibits C** and **D**, respectively.

This office has provided you with all documents responsive to your Open Records Act requests of both dates. There are no further documents in our possession that are responsive to your requests under the Open Records Act.

See May 20, 2016, email from Cooke to Christopher Anulewicz (attached hereto as **Exhibit G**).

A year later, on May 31, 2017, the Bartletts' counsel sent Open Records Act requests to Cooke and Lambros seeking all billing records and other documents relating to bills or invoices prepared by, and payments made to, Lambros specifically in any matter related to the Bartletts. See May 31, 2017, Open Records Act Requests (attached hereto as collective **Exhibit H**). On August 24, 2017, the Bartletts' counsel sent an Open Records Act request to Cooke seeking all records relating to Cooke's retention of Lambros, including bills Cooke had received from, and payments Cooke had made to, Lambros. See August 24, 2017, Open Records Act Request (attached hereto as **Exhibit I**). In response to the 2017 Open Records Act requests (Exhibits H and I), neither Cooke nor Lambros produced (1) any contract authorizing Lambros's employment as a SADA, governing the work he performed for the State, or setting the manner and amount of his compensation, or (2) any other document showing his compensation had been fixed by local Act or approved by the counties comprising the Macon Judicial Circuit. See September 6, 2017, letter from Lambros to Michael Bowers (attached hereto as **Exhibit J**). Accordingly, there is no written contract governing Cooke's hiring of Lambros as a SADA, stating the work Cooke hired Lambros to perform as a SADA, or setting the manner and amount of the compensation the State pays Lambros for such work as a SADA. Nor are there any documents showing Lambros's compensation has been fixed by local Act or approved by the counties comprising the Macon Judicial Circuit.

In Greater Georgia Amusements, LLC v. State, 317 Ga. App. 118 (2012) (physical precedent only), the court held the contract between Lambros and the State did not require approval from the relevant county or counties because, under O.C.G.A. § 15-18-20, a district

attorney may hire a SADA *for a specific case* without explicit approval from his county or counties, and the relevant contract made clear Lambros was “hired only for a specific purpose – that is, the Georgia RICO prosecution of a limited number of Moultrie convenience stores.” 317 Ga. App. at 120 (citing State v. Cook, 172 Ga. App. 433, 437 (1984) (“OCGA § 15-18-20 ... does not necessarily limit the authority of a district attorney so as to prohibit his appointment of a Special Assistant District Attorney *in a specific case*,” but it does govern a district attorney’s employment of “general and on-going staff” (which Lambros is here)) (punctuation omitted; emphasis supplied)).²

With regard to Lambros’s work in the civil and criminal prosecutions of the Bartletts, by contrast, there is no contract at all governing the scope and purpose of Lambros’s work as a SADA. The only document relating to Lambros’s appointment as a SADA is an order of the Superior Court of Bibb County approving the appointment, which states,

I, K. David Cooke, Jr., District Attorney of the Macon Judicial Circuit, under the power vested in me by OCGA § 15-18-21; 45-3-1; 45-3-7 do hereby constitute and appoint Michael Lambros as Special Assistant District Attorney of the Macon Judicial Circuit. This appointment to become effective October 27, 2014.

In re: Appointment of Michael Lambros, as Assistant District Attorney of the Macon Judicial Circuit, under OCGA § 15-18-21; 45-3-1; 45-3-7 (Superior Court of Bibb County, October 27, 2014) (the “Appointment,” attached hereto as **Exhibit K**).³ The Appointment states no geographical or temporal scope to Lambros’s appointment and no “specific case” or “limited

² This holding in Greater Georgia Amusements is erroneous, given the plain and unambiguous language of O.C.G.A. § 15-18-20(b), which requires *without exception* that an SADA’s salary “be fixed either by local Act or by the district attorney with the approval of the county or counties comprising the judicial circuit.” Because the Greater Georgia Amusements court relied on its dicta in Cook, its holding is incorrect and the dicta in Cook should be rejected as contradicting the plain language of § 15-18-20(b).

³ Cooke’s “appointment” of Lambros cannot have been made “under OCGA § 15-18-21; 45-3-1; 45-3-7,” because none of those statutes is an authorizing statute allowing such “appointments” or addressing the funding of persons so “appointed.”

number of” cases for which he was appointed as a SADA. Rather, it appoints Lambros to be employed generally as a SADA for the Macon Judicial Circuit.

The facts in this case are clear – Lambros was not hired “in a specific case,” but for an ongoing series of cases of undefined scope and duration for which he is improperly compensated. As shown below, the documents produced through the Open Records Requests show that, during the 16-month period April 2016 through August 2017, Lambros handled at least two dozen cases for Cooke for which he was compensated total of at least \$710,000.00. The documents also show that many other cases remain pending for which, at least as of August 27, 2017, Lambros has yet to draw his compensation.

Without a contract or local Act governing the scope of his work and the amount and manner of his compensation, Lambros is afforded free reign to prosecute any and every case he wants and threaten vulnerable small business owners with criminal prosecution if they do not enter into settlement agreements, and he receives unspecified and unauthorized compensation from State funds. Because “the manner and amount of [Lambros’s] compensation to be paid [is not] fixed either by local Act or by the district attorney with the approval of the county or counties comprising the judicial circuit,” Lambros’s compensation arrangements violate O.C.G.A. § 15-18-20(b), and he must be disqualified from participating in the State’s prosecution of this case against the Bartletts.

2. Lambros’s Compensation Arrangements Violate O.C.G.A. § 15-18-21(a).

“Any assistant district attorney, deputy district attorney, or other attorney at law employed by the district attorney who is compensated in whole or in part by state funds shall not engage in the private practice of law.” O.C.G.A. § 15-18-21(a). It is undisputed (a) Cooke has employed Lambros as a SADA; (b) Lambros is compensated by State funds for his role as a

SADA in the State's civil and criminal prosecutions of the Bartletts; and (c) Lambros maintains his private law practice, The Lambros Firm LLC, in Atlanta. Lambros can act as a SADA, or he can engage in his private law practice, but O.C.G.A. § 15-18-21(a) prohibits him from simultaneously doing both. Lambros accordingly must be disqualified from representing the State in its prosecution of the Bartletts.

3. Lambros's Compensation Arrangements Violate Georgia Law and Public Policy.

Lambros's compensation arrangements with the State in civil forfeiture actions and related criminal prosecutions, including the State's civil RICO action against the Bartletts that preceded the State's Indictment at issue here, compensates by lump sum contingency fees a private attorney engaged by the State to act in the public interest. Lambros's compensation arrangements violate Georgia public policy and create in Lambros a disqualifying conflict of interest.

The Supreme Court of Georgia has expressly disapproved of contingency fee arrangements for private contractors engaged by the State and charged with acting in the public interest. See Sears, Roebuck & Co. v. Parsons, 260 Ga. 824, 824 (1991) (holding contingency fee arrangements for private entity acting on behalf of county tax assessor void as against public policy). In 2012, the Georgia Court of Appeals twice held that Lambros and other private attorneys acting on behalf of the State cannot receive contingency fees for work they perform in the public interest. In Greater Georgia Amusements, LLC v. State, 317 Ga. App. 118 (2012) (physical precedent only), the court extended the holding in Parsons to private attorneys engaged by the State and held that a district attorney's contingency fee arrangements with Lambros and other private attorneys who were compensated by a contingent interest in the forfeitures they were appointed to handle were "void as against Georgia public policy." Id. at 118. A private

attorney “may not be compensated by means of a fee arrangement which guarantees at least the appearance of a conflict of interest between his public duty to seek justice and his private right to obtain compensation for his services,” because “[f]airness and impartiality are threatened where a private organization has a financial stake” in the performance of a public duty. *Id.* at 121-22.

In *Amusement Sales, Inc. v. State*, 316 Ga. App. 727 (2012), the court reaffirmed its decision in *Greater Georgia Amusements* and held the trial court abused its discretion in refusing to disqualify Lambros from appearing as a SADA in the case in light of his contingency fee arrangements that gave him a personal financial stake in the outcome of the case. *See* 316 Ga. App. at 736;⁴ *see also id.* at n.4 (O.C.G.A. § 16-1-12 “prohibits an SADA appointed in a forfeiture action from being compensated on a contingency basis by a percentage of the assets that arise or are realized from the forfeiture action”).

Despite two Georgia Court of Appeals cases and a statute prohibiting him from doing so, Lambros continues to have contingency-fee-based compensation arrangements with the State. The documents Lambros produced in response to the Open Records Requests demonstrate he and the State have engaged in a years-long practice by which the State accumulates “invoices” from Lambros’s private law firm for his representation of the State in civil RICO forfeiture actions and related criminal prosecutions (although in many cases Lambros submits no invoices at all), then compensates Lambros in lump sum amounts that correspond to the amount he recovers in each case.

For instance, the defendants in another recent civil RICO forfeiture action, *State of Georgia ex rel. K. David Cooke, Jr. v. Sudama Resorts, LLC* (Superior Court of Bibb County,

⁴ Although given the earlier Georgia Appeals Reporter citation, *Amusement Sales*, 316 Ga. App. 727, is actually the later-decided case. *Amusement Sales* was decided on July 11, 2012; *Greater Georgia Amusements*, reported at 317 Ga. App. 118, was decided on May 25, 2012.

Civil Action File No. 15-CV-63661) (the “*Sudama* Action”), filed a motion to disqualify Lambros (a copy of which is attached hereto as **Exhibit L**).⁵ In support of their motion, the defendants submitted a settlement agreement between the State and some of the defendants pursuant to which the settlors paid the State a settlement amount of \$1.65 million plus an additional \$350,000.00 in Lambros’s attorneys’ fees and expenses. The motion to disqualify also attaches copies of the State’s settlement agreements with other civil forfeiture defendants and Lambros’s billing records, which documents demonstrate the State paid Lambros out of settlements with the defendants, not as it received his periodic hourly-based invoices. The documents Lambros produced in response to the Open Records Requests demonstrate he had no contract or other public authorization establishing the manner and amount of his compensation in the *Sudama* Action; there certainly is nothing authorizing or justifying a lavish lump sum payment to Lambros of \$350,000.00 in attorneys’ fees and expenses.

Lambros, on behalf of the State, filed a one-sentence response to the motion to disqualify him from the *Sudama* Action,⁶ stating, “there is no contingency contract between the [State] and Lambros that comes within the prohibition on such arrangements set forth in OCGA § 16-1-12(a).” This artful statement confirms nothing more than the already undisputed fact Lambros has no contract at all with the State or the District Attorney’s Office. Lambros’s response, however, does not dispute the motion’s principal ground for his disqualification – the documents attached to the motion demonstrate Lambros is paid not on an hourly basis for the work he actually performs for the State, but in lump sums based on the amounts the State receives in

⁵ This motion is currently being considered by this Court.

⁶ A copy of Plaintiff’s Response to Defendants’ Rana Mujudiddi and Faith Business, Inc.’s Motion to Disqualify Special Assistant District Attorney Michael Lambros is attached hereto as **Exhibit M**.

forfeited assets from small business owners Lambros has targeted with civil RICO forfeiture actions.

Lambros's conduct in the Bartletts' and Captain Jack's case further demonstrates his practice of not submitting regular invoices and not being paid based on the work he actually performs for the State, but in lump sum amounts corresponding to the amount he recovers. The Bartletts' counsel's Open Records Requests were submitted long after Lambros began investigating Captain Jack's and the Bartletts in early 2015; long after the May 5, 2015, illegal raid on Captain Jack's and seizure of Captain Jack's and the Bartletts' property; long after he filed the civil RICO action and obtained the *ex parte* preliminary injunction and the *ex parte* appointment of the receiver; and long after his "months to prepare" the "complicated Indictment."⁷ Although Lambros was the main lawyer representing the State in all these stages of its investigation and civil and criminal prosecutions of the Bartletts and Captain Jack's – and despite the Open Records Requests specifically seeking such materials – the only evidence of Lambros's time spent on, and compensation related to, this work are three invoices from Lambros's private law firm to Cooke (dated May 3, 2016; September 15, 2016; and November 8, 2016)⁸ and one check from Cooke to Lambros dated November 23, 2016, in the amount of \$27,747.28, the exact amount of Lambros's final invoice dated November 8, 2016.⁹ Lambros received this one and only check three months after he dismissed the civil RICO action against

⁷ Defendants' Joint Response to Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction filed in *Captain Jack's Crab Shack et al. v. K. David Cooke, Jr. et al.*, U.S. District Court for the Northern District of Georgia, No. 1:16-CV-02887-SCJ ("Defendants' Joint Response in Federal Action," attached hereto as **Exhibit N**) at 2.

⁸ Copies of these three invoices are attached hereto as collective **Exhibit O**.

⁹ A copy of the November 23, 2016, check is attached hereto as **Exhibit P**.

Captain Jack's and the Bartletts "because there were no remaining assets to warrant further civil litigation."¹⁰

Lambros has spent nearly three years working for the State in pursuing the Bartletts and Captain Jack's, yet he has received relatively nominal compensation because there was so little in assets forfeited. By contrast, Lambros spent only about 17 months working on the *Sudama* Action, between the times of its filing and settlement. But because the defendants in the *Sudama* Action forfeited substantial assets, Lambros was compensated handsomely by the State – in a lump sum of \$350,000.00 – for his "successful" resolution of that case.

The contingent nature of Lambros's compensation arrangement with the State is evidenced by the compensation he receives in other civil forfeiture cases as well. In response to the Bartletts' counsel's August 24, 2017, Open Records Act request, Lambros produced an IOLTA Reconciliation Report showing deposits into, and payments and withdrawals from, his private law firm's IOLTA account for the period April 12, 2016, through August 25, 2017, relating to civil forfeiture cases he handles for the State. See IOLTA Reconciliation Report (attached hereto as **Exhibit Q**). Matching the "Deposits to" Lambros's IOLTA account with the "Payments from" the IOLTA account to Lambros that correspond to each named defendant-business, the Report reveals Lambros receives compensation from the State not based on the number of hours he actually works on each case, but in a lump sum that corresponds to the amount of assets each business is forced to forfeit by settlement. The data from the Report are summarized in the table below.

¹⁰ Defendants' Joint Response in Federal Action at 22-23.

<u>Business Identified in Report</u>	<u>Total Deposited from Each Business</u>	<u>Payment to Lambros from Each Forfeiture</u>
Diamond Enterprises (Farishta)	\$15,000.00	\$5,000.00
God's Blessing, Inc.	\$30,000.00	\$5,000.00
Noorali Investment, Inc.	\$30,000.00	\$5,000.00
Amba Mata 2	\$35,000.00	\$10,000.00
Kountry Restaurant	\$45,000.00	\$10,000.00
AG 2012, Inc.	\$45,000.00	\$10,000.00
Jai Madi LLC	\$45,000.00	\$10,000.00
Dipen LLC	\$45,000.00	\$10,000.00
Diya 1 LLC	\$45,000.00	\$10,000.00
Easy Corporation	\$45,000.00	\$10,000.00
Nazir Mart/Nazir Ahmed (or Ahmad)	\$45,000.00	\$10,000.00
Shree Gayatri	\$55,000.00	\$15,000.00
West Point Corner Store	\$90,000.00	\$15,000.00
Shree Radhe Govind	\$90,000.00	\$15,000.00
Heet & Meshwa	\$90,000.00	\$15,000.00
North Decatur C-Store	\$100,000.00	\$25,000.00
Dahi Mahi Defendants (Rocky's Food Mart, Exxon Food Mart, H&H Deli & Grocery, Rod's Stop & Shop, BP South)	\$116,248.00	\$30,000.00
Dimpy Patel Defendants	\$358,450.00	\$150,000.00
Sandip Patel (Sudama)	\$2,000,000.00	\$350,000.00

TOTALS:	\$3,324,698.00	\$710,000.00¹¹
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The dollar amounts on this chart reflect data only for the 16-month period from April 2016 to August 2017 and only those amounts that could be confirmed with a sufficient degree of certainty from Lambros’s IOLTA Reconciliation Report, the settlement agreements and billing records in the *Sudama* Action, and other documents Lambros produced in response to the Open Records Requests. These documents clearly demonstrate (1) Lambros and his private law firm received compensation from the State from civil forfeitures over this 16-month period totaling \$710,000.00; and (2) Lambros receives compensation from the State in lump sum amounts that correspond to the amounts recovered in each forfeiture action.

In two separate cases in 2012, the Georgia Court of Appeals held Lambros’s forfeiture-related compensation arrangements were “void as against public policy” because they create a conflict of interest between Lambros’s public duty to seek justice and his “personal financial stake in the outcome” of such cases and obtaining compensation for his services. Greater Georgia Amusements, 317 Ga. App. at 118; Amusement Sales, 316 Ga. App. at 736. Regardless, Lambros has been working as a SADA for Cooke under just such a compensation arrangement since October 2014. As a result of these two cases, Lambros no longer enters into written contracts expressly stating he is compensated on a contingency basis by a percentage of the assets realized from forfeiture actions; in fact, he enters into no written contracts at all governing the amount or manner of his compensation as a SADA. Yet Lambros’s compensation from each forfeiture action continues to be directly correlated with the amount recovered in each

¹¹ The IOLTA Reconciliation Report shows the balance of the \$3,324,698.00 in total forfeitures, or **\$2,614,698.00**, was paid to the “Bibb County District Attorney,” which is Cooke’s office.

case. Because Lambros’s compensation arrangements violate Georgia law, public policy, and Rules of Professional Conduct,¹² he must be disqualified from representing the State in its prosecution of the Bartletts. See Amusement Sales, 316 Ga. App. at 736.

4. Lambros’s Compensation Arrangements Violate the Georgia Constitution.

Lambros’s compensation arrangements with the State also violate numerous provisions of the Georgia Constitution, which violations guarantee at least the appearance of a conflict of interest between his public duty to seek justice and his private right to obtain compensation for his services that disqualifies him from representing the State in its prosecution of the Bartletts. See Greater Georgia Amusements, 317 Ga. App. at 121.

a. Lambros’s compensation arrangements violate the Gratuities Clause of Ga. Const. Art. III, Sec. VI, Par. VI(a).

The Georgia Constitution prohibits the State from granting any donation or gratuity. See Ga. Const. Art. III, Sec. VI, Para. VI (“the General Assembly shall not have the power to grant any donation or gratuity”); Rabun County v. Mountain Creek Estates, LLC, 280 Ga. 855, 859 (2006) (Gratuities Clause applies to counties); Swanberg v. City of Tybee Island, 271 Ga. 23, 26 (1999) (Gratuities Clause applies to cities). The Georgia Supreme Court “has adopted the ordinary definition of ‘gratuity’ as ‘something given freely or without recompense; a gift.’” Garden Club of Georgia, Inc. v. Shackelford, 266 Ga. 24, 24 (1995) (quoting McCook v. Long, 193 Ga. 299, 303 (1942)). There is no “gratuity” only when the State receives “substantial benefits in exchange for” the use of public funds or other property. Id.

¹² Rule 1.7(a) of the State Bar of Georgia’s Rules of Professional Conduct provides, “[a] lawyer shall not represent or continue to represent a client if there is a significant risk that the lawyer’s own interests ... will materially and adversely affect the representation of the client”

As shown in the table above, Lambros does not receive compensation from the State in an amount tied to hourly work he actually performs for the State in civil forfeiture actions and related criminal prosecutions, but in lump sum contingency fees corresponding with the amounts he recovers in his “successful” prosecution of such actions. Lambros’s receipt of a fee of \$350,000.00 in the *Sudama* Action is a prime example of his gratuitous compensation – that fee was not tied to the amount of hourly work Lambros actually performed for the State, and the State did not receive benefits so substantial from Lambros as to justify a fee to him of \$350,000.00 for 17 months’ work. Lambros’s contingency fees in the *Sudama* Action and the others noted above do not represent the State’s payment for services Lambros actually rendered for the State, but compensate Lambros’s private law firm without providing a substantial benefit to the State or its citizens in return. Lambros’s compensation arrangements accordingly constitute gratuities in violation of Art. III, Sec. VI, Par. VI(a) of the Georgia Constitution.

- b. Lambros’s compensation arrangements vest a private entity with an ownership interest in State funds in violation of Ga. Const. Art. VII, Sec. IV, Par. VIII.

The credit of the State of Georgia shall not be pledged or loaned to any individual, company, corporation, or association except as expressly provided by law. See Ga. Const. Art. VII, Sec. IV, Par. VIII; Sigman v. Brunswick Port Auth., 214 Ga. 332, 333-34 (1958); McLucas v. State Bridge Bldg. Auth., 210 Ga. 1, 5 (1953). A pledge of the credit of the state is a commitment to pay a debt. See Renfroe v. Atlanta, 140 Ga. 81, 82 (1913) (finding contract whereby city “pledged its good faith” to make payments over period of years violated Georgia constitution’s debt provision). Lambros’s compensation arrangements constitute an illegal pledge of State funds to Lambros.

Under the State’s undocumented compensation arrangements with Lambros, the State pledges to make payments to Lambros out of its civil forfeiture recoveries to satisfy its debts to him. A debt “means any obligation of the State to pay money or other thing of value, which obligation arises the very moment that it is undertaken, and continues until discharged by payment.” Barwick v. Roberts, 188 Ga. 655, 658 (1939). “[T]he State and its officers [are prohibited] from incurring debts, except those defined in the constitution.” Id. at 661. Pledging State funds to Lambros to pay the State’s debts to him upon his successful prosecutions of defendants in civil forfeiture actions and related criminal proceedings, including the Bartletts, is a scheme or subterfuge to circumvent what the State is constitutionally barred from doing. See id. Lambros’s compensation arrangements violate Ga. Const. Art. VII, Sec. IV, Par. VIII, therefore, by vesting in Lambros an ownership interest in property and money of the State, are therefore illegal, and disqualify Lambros from prosecuting the Bartletts in this matter.

c. Lambros’s compensation arrangements create illegal debts in violation of Ga. Const. Art. IX, Sec. V., Par. I.

Article IX, Section V, Paragraph I(a) of the Georgia Constitution prohibits “any county, municipality, or other political subdivision” of Georgia from incurring liability for any “new debt without the assent of a majority of the qualified voters of such county, municipality, or political subdivision voting in an election held for that purpose as provided by law.” “Under this provision, ‘new debt’ is a liability that is ‘not to be discharged by money already in the treasury, or by taxes to be levied during the year in which the contract under which the liability arose was made.’” Fairgreen Capital, LLC v. City of Canton, 335 Ga. App. 719, 720 (2016) (quoting Greene County School Dist. v. Circle Y Constr., Inc., 291 Ga. 111, 112 (2012)). “Therefore, if a [county, municipality, or other political subdivision] undertakes an obligation that extends beyond a single fiscal year, then a new ‘debt’ has been incurred within the meaning of the

Georgia Constitution and requires voter approval.” Id. (quoting Barkley v. City of Rome, 259 Ga. 355, 355 (1989)). “A contract incurring such ‘new debt,’ which is entered into by a [county, municipality, or other political subdivision] without voter approval, is void as a matter of law.” Id. (quoting Greene County School Dist., 291 Ga. at 112).

Under Lambros’s contingency fee compensation arrangements, payments to Lambros are not made with money already in the treasuries of the counties comprising the Macon Judicial Circuit or by taxes to be levied during the year in which the arrangements were made. The compensation arrangements create obligations that extend beyond a single year; thus, they cannot terminate absolutely and without further obligation on the part of the counties in the calendar years during which the compensation arrangements with Lambros are made. Further, the compensation arrangements do not state the total obligations of the counties in the calendar years of their implementation or the total obligation in each calendar year renewal term, if renewed; in fact, the arrangements do not state anything at all, because Lambros has no written contract. Therefore, the counties’ liabilities under Lambros’s compensation arrangements are new debts lacking voter approval and violate Article IX, Section V, Paragraph I(a) of the Georgia Constitution. See Fairgreen Capital, 335 Ga. App. at 722-23.

B. Cooke and Lambros Must Be Disqualified Because Their Lucrative Practice of Retaining Forfeiture Proceeds Creates a Conflict of Interest that Violates the Bartletts’ Due Process Rights.

Cooke’s and Lambros’s practice of retaining for their own use the proceeds of civil forfeitures gives them a direct financial stake in the outcomes of civil forfeiture proceedings and related criminal prosecutions because of the prospect of both economic profit and institutional gain. Cooke’s and Lambros’s direct financial stake in these actions creates a conflict of interest, a potential for bias, and the appearance of bias that disqualifies them from prosecuting the Bartletts and constitutes a violation of the Bartletts’ due process rights.

Under the forfeiture statute in effect at the time of the May 2015 raid on Captain Jack's, "any agency of this state or any political subdivision thereof" was authorized to retain the assets seized from Captain Jack's and the Bartletts. See O.C.G.A. § 16-14-7(k)(2) (effective through June 30, 2015).¹³ Under O.C.G.A. § 16-14-7(l), the county bringing the forfeiture action was entitled to retain the greater of (1) one-half of the proceeds of any sale or disposition of the forfeited property or (2) the county's costs in bringing the forfeiture action. Regardless of the distribution rules of section 16-14-7, however, courts were authorized to "make any other division of the proceeds among the state, county, or municipalities or agencies of the state, county, or municipalities, which is commensurate with the proportion of the assistance that each contributed to the underlying criminal action, forfeiture, or criminal action and forfeiture." O.C.G.A. § 16-14-7(l). In other words, courts are empowered to distribute property and proceeds forfeited prior to July 1, 2015, among state and local agencies in any manner they see fit.¹⁴

The statute that now governs the disposition of forfeited property and proceeds requires each law enforcement agency and district attorney receiving such property to submit an annual report specifying the property forfeited and any income resulting from its sale and identifying the uses to which such property, proceeds, and income was put. See O.C.G.A. § 9-16-19(g)(2). For the fiscal year 2015, Cooke's office reported it used proceeds from forfeited property to pay for such things as salaries and benefits, travel expenses, and equipment purchases, and that it had

¹³ Since July 1, 2015, the rules and procedures for disposition of forfeited property are governed by O.C.G.A. § 9-16-19.

¹⁴ Since July 1, 2015, courts are still afforded considerable discretion to distribute property and proceeds forfeited under Georgia's RICO Act "among the state, political subdivisions, or agencies or departments of the state or political subdivisions commensurate with the assistance each contributed to the underlying criminal prosecution or civil forfeiture proceeding, or both such actions." O.C.G.A. § 9-16-19(f)(3).

“cash on hand” representing forfeited currency in excess of \$400,000.00. See https://ted.cviog.uga.edu/financial-documents/sites/default/files//macon.bibb_county_district_attorney_fy2015_forfeited_assets_report.pdf. There was no statutory reporting requirement in effect at the time Cooke and Lambros raided Captain Jack’s and seized its and the Bartletts’ property, but Cooke’s report for fiscal year 2015 is an indicator of the manner in which his office has historically used forfeited property and proceeds.¹⁵

In addition to expenditures such as “salaries and benefits, travel expenses, and equipment purchases,” Cooke has publicly admitted he has used these forfeited funds as “contributions” to constituencies in his Circuit—all at his own direction and with no oversight whatsoever. See, e.g., June 20, 2016 News Article by D. Hunter Joyce (“District Attorney David Cooke announced his office will donate \$150,000 of the money forfeited in the illegal gambling racketeering cases to create a charter school for girls in Macon”) attached as **Exhibit R**; August 31, 2016 Article by Skyler Henry (“David Cooke announced plans to use funds from racketeering and gambling raids for donations into the Crescent House in Macon. ... Cooke says the DA’s office will match up to \$10,000 per donation at the center”) attached as **Exhibit S**; Announcement of October 3, 2017 Appetites for Advocacy Fundraiser (“District Attorney David Cooke’s Office will match the total amount raised by the end of the night at 9 p.m.”) attached as **Exhibit T**.¹⁶

¹⁵ As noted above, Lambros’s IOLTA Reconciliation Report shows Lambros distributed at least \$2,614,698.00 to Cooke’s office from forfeited assets just during the 16-month period covered by the Report.

¹⁶ All of these contributions are gratuities prohibited by the Georgia Constitution. However good the causes, David Cooke was clearly using these substantial monies to augment his political influence.

Because Cooke and Lambros are authorized to, and in fact do, retain forfeiture proceeds, their choice of who and what to target with forfeiture-related actions is guided by their personal pecuniary interests, in contravention of the targets' due process rights. "A scheme injecting a personal interest, financial or otherwise, into the enforcement process may bring irrelevant or impermissible factors into the prosecutorial decision and in some contexts raise serious constitutional questions." Marshall v. Jerrico, Inc., 446 U.S. 238, 249-50 (1980); see also Hill v. City of Seven Points, 31 Fed. Appx. 835, *19 (5th Cir. 2002) ("a prosecutor's conflict of interest can impact the fundamental fairness of a criminal trial, resulting in denial of due process") (citing Marshall, 446 U.S. at 249). "It is a fundamental premise of our society that the state wield its formidable criminal enforcement powers in a rigorously disinterested fashion, for liberty itself may be at stake in such matters. ... [I]mportant actors in the criminal justice system may be influenced by factors that threaten to compromise the performance of their duty." Young v. U.S. ex rel. Vuitton et Fils S.A., 481 U.S. 787, 810 (1987). "If this is the case, we cannot have confidence in a proceeding in which this officer plays the critical role of preparing and presenting the case for the defendant's guilt." Id. at 811.

In this regard, "[o]ne could hardly design an incentive system better calculated to bias law enforcement decisions than the present forfeiture laws." "The Next Stage of Forfeiture Reform," 14 FED. SENT. R. 76, 77, 2001 WL 1923087 (Vera Inst. Just. 2001). There "lies a significant conflict of interest" in a statutory scheme that "provides for the distribution of seized assets to the law enforcement agency responsible for the asset seizure and the prosecuting authority bringing the seizure action." Nielsen v. 2003 Honda Accord, 845 N.W.2d 754, 760-61 (Minn. 2013) (Anderson, J., concurring).

Notwithstanding the laudable public policy goals that underlay the original legislative decision to provide for asset forfeiture, law enforcement and

prosecutors have a financial interest in deciding which assets to seize and that decision may or may not be informed by agency budget considerations. ... Under the current statutory scheme there is no effective check on an agency's decision to seek forfeiture in one case and not in another. ... [T]his statutory forfeiture regime creates the wrong incentives and is inconsistent with historic American insistence on checking authority.

Id. at 761.

In addressing the Georgia forfeiture scheme in effect at the time of the State's raid on Captain Jack's and seizure of the Bartletts' property and assets, one Georgia Supreme Court justice expressed "grave reservations regarding the use of *in personam* forfeiture proceedings in a case where, as here, none of the defendants had been convicted of or even indicted for any criminal racketeering activity. The use of *in personam* forfeiture under such circumstances raises serious concerns of constitutional dimension" Pimper v. State ex rel. Simpson, 274 Ga. 624, 627-28 (2001) (Hunstein, J., dissenting) (a case in which Lambros was an attorney of record representing the State). "Georgia's RICO Act has been criticized as 'simply an affront to the most fundamental notions of justice.'" Id. at 631 (quoting Kenny & Smith, "A Comprehensive Analysis of Georgia RICO," 9 GA. ST. U.L. REV. 537, 583 (1993)).

That criticism is borne out by the ... District Attorney's decision to bring an *in personam* criminal forfeiture proceeding against unindicted, preconviction individuals pursuant to a statute which contains absolutely no procedural safeguards to protect the constitutional rights of the defendants. ... The State ... compounded the dubious nature of these proceedings by its legal maneuver in dismissing the action once [the Bartletts filed their federal lawsuit]. ... [The State's] decision[s] to initiate *in personam* criminal forfeiture proceedings against these unindicted, unconvicted defendants and to dismiss the proceedings once the defendants sought [federal] review thereof raises serious concerns about the validity of the State's actions

Id. at 631-32.

The Georgia Supreme Court subsequently expressly held in Cisco v. State, 285 Ga. 656 (2009), that *in personam* civil forfeiture prior to the defendant's indictment or conviction must afford the *in personam* defendant all of the constitutional safeguards a criminal defendant is

guaranteed by the United States and Georgia Constitutions. “[T]he civil procedural rules set forth in the [Civil Practice Act] are [not] an adequate substitute for the substantive constitutional rights to which [*in personam* forfeiture defendants] are entitled.” 285 Ga. at 663.

The reason Cooke and Lambros persisted in their *in personam* civil RICO forfeiture actions, despite the admonitions of Justice Hunstein 16 years ago in Pimper and the ruling of the Georgia Supreme Court eight years ago in Cisco, is that such actions provide them with a highly lucrative and reliable cash cow. As shown by Cooke’s O.C.G.A. § 9-16-19(g) annual report for 2015 mentioned above, Cooke and Lambros rely on the proceeds of civil forfeitures to fund a significant part of their operations, including their salaries and new equipment for their offices. Their pecuniary conflict of interest exists not only in the civil forfeiture cases themselves, but in any case in which Cooke’s and Lambros’s actions may have been influenced by the potential to fund themselves and their institutions through forfeitures. In short, Cooke’s and Lambros’s continuing prosecution of the Bartletts is motivated by their personal interests in preserving the continuity of their forfeiture-generated income stream.

As the Georgia Supreme Court held in Cisco, Cooke and Lambros were required to have afforded the Bartletts in connection with the *in personam* civil RICO forfeiture action all of the due process and other constitutional safeguards guaranteed by the United States and Georgia Constitutions. See Cisco, 285 Ga. at 663. “[S]erious constitutional rights and liberties [are] at stake in civil-forfeiture proceedings. Property ownership in the United States is a fundamental constitutional right, and Georgians are entitled to the procedural safeguards enshrined by our state and federal constitutions before the government may lawfully deprive them of their property rights.” Morgan v. State, 323 Ga. App. 853, 856-57 (2013). Before the Government deprives any citizen of real or personal property, he or she must be afforded due process of law,

meaning he or she “must receive notice and an opportunity to be heard” *Id.* at 857 and n.18 (quoting United States v. James Daniel Good Real Property, 510 U.S. 43, 48 (1993)).¹⁷

The Bartletts were afforded no notice or opportunity to be heard before their property was seized, because Cooke and Lambros were motivated by their own pecuniary interests instead of by the pursuit of justice. On May 5, 2015, under the authority of the Georgia RICO Act, Cooke and Lambros raided Captain Jack’s, based on a warrant secured with false evidence, and confiscated the bona fide coin operated amusement machines, cash, and other personal property belonging to the Bartletts and Captain Jack’s; filed a civil *in personam* RICO forfeiture complaint against the Bartletts and Captain Jack’s in this Court; obtained *ex parte* an order from this Court directing the Bartletts and Captain Jack’s to preserve evidence relating to Cooke’s and Lambros’s claims and freezing their accounts and assets; and obtained *ex parte* an order from this Court appointing a receiver to take immediate control of the Bartletts’ and Captain Jack’s assets, books, and possessions, to assume sole control of Captain Jack’s, to report to the Court as to the Bartletts’ and Captain Jack’s financial status, and authorizing payment of the receiver’s fees from the Bartletts’ seized assets. Cooke’s and Lambros’s seizure of the Bartletts’ and Captain Jack’s property and assets was achieved in a single day without affording the Bartletts any notice or opportunity to be heard, in violation of their due process rights. This is precisely the same series of State actions the Georgia Supreme Court in Cisco held violated the procedural

¹⁷ As evidenced by his private law firm’s IOLTA Reconciliation Report, Lambros resolves most forfeiture cases through settlements with the targeted businesses, which affords the business owners no due process protections at all. At least one federal judge has expressed “grave reservations as to the constitutional propriety of phrasing a settlement offer—in a case in which the [State] ultimately has the burden to prove the [seized property] constitutes an instrumentality or the proceeds of a crime—so as to cause claimants to believe that they must choose between the proposed settlement offer or forfeiture of their [property].” Smart v. City of New York, No. 08CV2203HB, 2009 WL 862281, at *13 n.12 (S.D.N.Y. Apr. 1, 2009).

safeguards the United States and Georgia Constitutions guarantee to individuals targeted in forfeiture actions. See Cisco, 285 Ga. at 658.

In the 15 months the civil RICO action was pending in this Court, Cooke and Lambros never attempted to prove their claims against the Bartletts and Captain Jack's, never responded to a single interrogatory, never produced a single piece of paper, and refused to produce a single witness for noticed depositions. They refused to dismiss the civil RICO action despite being presented with evidence proving their claims were baseless. Once Cooke and Lambros had depleted the assets of the Bartletts and Captain Jack's and forced the Bartletts into bankruptcy and the closure of Captain Jack's, Cooke and Lambros dismissed the civil RICO action in August 2016 because that well had run dry. Only after the Bartletts filed their federal civil rights action against them alleging the unconstitutionality of their raid and asset seizures did Cooke and Lambros obtain the Indictment against the Bartletts. This is precisely the type of "dubious" conduct Justice Hunstein warned "raises serious concerns about the validity of the State's actions." Pimper, 274 Ga. at 632 (Hunstein, J., dissenting).¹⁸

In the criminal justice system, there must be "assurance that those who would wield [prosecutorial] power will be guided solely by their sense of public responsibility for the

¹⁸ This Court in fact acknowledged the dubious motives of Cooke in obtaining the Indictment, stating it "is particularly troubled by the assertion ... that Cook[e] 'had admitted to Captain Jack's counsel in April 2016 that he had not prioritized prosecuting the Bartletts and had changed his mind only when he received the ante litem notice, and that he finally indicted the Bartletts after they and Captain Jack's filed their federal civil rights action against him and his colleagues.' There is certainly circumstantial evidence of such mindset from the timing of various actions by Cooke." Order on Defendants' Motions for Attorneys' Fees in *Captain Jack's v. City of Byron and K. David Cooke, Jr.* (Superior Court of Peach County, Civil Action No. 16-V-0170) (attached hereto as **Exhibit U**) at n.1. This Court further stated, "[t]he record in this case is replete with instances in which [Cooke and Lambros] were acting fast and loose in complying with the [Bartletts' and Captain Jack's] civil discovery rights and requests in the forfeiture action even to the point of dismissing the case which terminated those rights; these actions certainly do not rise to the level of good faith dealings with the [Bartletts' and Captain Jack's] rights." Id. at n.6.

attainment of justice.” Young, 481 U.S. at 814. Cooke’s and Lambros’s actions in the civil RICO forfeiture action against Captain Jack’s and the Bartletts and in obtaining the Indictment demonstrate they were motivated not to seek justice, but (1) to protect the continuity of their financially lucrative civil forfeiture scheme and (2) in retaliation for the Bartletts’ exercising their constitutional right to seek redress in federal court for Cooke’s and Lambros’s illegal actions in connection with their illegal raid of Captain Jack’s. Cooke’s and Lambros’s improper personal motives create in them conflicts of interest and bias or appearance of bias that deprive the Bartletts of the due process protections of the United States and Georgia Constitutions, and they must be disqualified from representing the State in this prosecution. See Amusement Sales, 316 Ga. App. at 735 (trial court abused discretion in denying motion to disqualify for prosecutor’s conflict of interest where prosecutor had personal financial interest in case) (citing Williams v. State, 258 Ga. 305, 314 (1988)); Lee v. State, 177 Ga. App. 698, 700 (1986) (“the due process clause of the Fourteenth Amendment protects against vindictive exercise of the prosecutor’s discretion”) (citing Bordenkircher v. Hayes, 434 U.S. 357, 360 (1978)).

III. CONCLUSION

For the foregoing reasons, the Bartletts respectfully request the Court to disqualify Cooke and Lambros from the State’s prosecution of them.

Respectfully submitted this 20th day of October, 2017.

[signatures on next page]

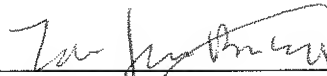


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Attorneys for Defendant Ronnie Bartlett



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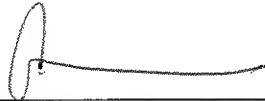
Attorney for Lee Bartlett

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by first class United States Mail, properly addressed and postage prepaid, on this 20th day of October, 2017:

K. David Cooke, Jr.
Macon Judicial Circuit
2nd Floor, Grand Building
661 Mulberry Street
Macon, GA 31201

Michael G. Lambros
The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329



Christopher S. Anulewicz
Georgia Bar No. 020914

Exhibit A



CHRISTOPHER S. ANULEWICZ
t: (404) 962-3562
f: (866) 320-6758
e: canulewicz@balch.com

March 28, 2016

VIA FEDEX

The Honorable K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
601 Mulberry Street
Macon, GA 31201

Re: Georgia Open Records Act Request

Dear Mr. Cooke:

Pursuant to the Georgia Open Records Act, we would like to review and inspect all records, in whatever form, with regard to Mr. Michael Lambros to include employment contracts, electronic mail, expense and reimbursement requests, invoices, cellular telephone records and all other material concerning Mr. Lambros.

Please let my firm's chief investigator, Richard L. Hyde, know when we may inspect this information. He may be reached at 404-962-3513. If you have any questions about my request, I may be reached at 404-962-3562.

Very truly yours,

A handwritten signature in black ink that reads "Christopher S. Anulewicz".

Christopher S. Anulewicz

by express
JLT per...

CSA:sh

cc: Michael J. Bowers
Matthew B. Ames
Richard L. Hyde

Exhibit B



CHRISTOPHER S. ANULEWICZ
t: (404) 962-3562
f: (866) 320-6758
e: canulewicz@balch.com

April 5, 2016

VIA FEDEX

The Honorable K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
601 Mulberry Street
Macon, GA 31201

Re: Georgia Open Records Act Request

Dear Mr. Cooke:

Pursuant to the Georgia Open Records Act we would like to obtain all documents with regard to the appointment of Michael Lambros as a special assistant district attorney in the Macon Judicial Circuit. This includes, but is not limited to, any oath of office, contract, invoices, expense reimbursements, payments or other related material.

Please let my firm's investigator, Richard L. Hyde, know when this material is ready for our review. He may be reached at (404) 962-3513. If you have any questions about my request, I may be reached at (404) 962-3562.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized capital 'C' followed by a horizontal line.

Christopher S. Anulewicz

CSA:sh

cc: Michael J. Bowers
Matthew B. Ames
Richard L. Hyde

Exhibit C

THE LAMBROS FIRM, LLC

ATTORNEYS AT LAW

1355 PEACHTREE STREET

SUITE 1280

ATLANTA, GEORGIA 30309

TELEPHONE: (404) 221-1000

TELEFAX: (404) 577-3900

www.thelambrosfirm.com

April 1, 2016

VIA ELECTRONIC MAIL canulewicz@balch.com

Mr. Christopher S. Anulewicz

Balch & Bingham, LLP

30 Ivan Allen, Jr., Boulevard, Suite 700

Atlanta, GA 30308-3036

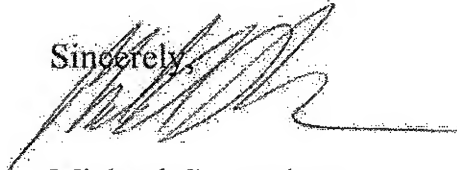
RE: Georgia Open Records Act Request

Dear Mr. Anulewicz:

This will acknowledge receipt on March 29, 2016 of your request to this office under the Georgia Open Records Act.

Pursuant to OCGA § 50-18-71(d), this office will make available for inspection and copying as provided by law such documents as are responsive to your request, except that disclosure is denied as to any of such documents that are subsumed within the provisions of OCGA § 50-18-72(a)(4), (21)(A), (41), and (42).

Sincerely,



Michael G. Lambros

Assistant District Attorney

cc. David Cooke, District Attorney

Mike Bowers, Esq.

Exhibit D

THE LAMBROS FIRM, LLC

ATTORNEYS AT LAW

1355 PEACHTREE STREET

SUITE 1280

ATLANTA, GEORGIA 30309

TELEPHONE: (404) 221-1000

TELEFAX: (404) 577-3900

www.thelambrosfirm.com

April 8, 2016

VIA ELECTRONIC MAIL: canulewicz@balch.com

Mr. Christopher S. Anulewicz

Balch & Bingham, LLC

30 Ivan Allen, Jr. Boulevard, Suite 700

Atlanta, Georgia 30308-3036

Re: Georgia Open Records Act Request

Dear Mr. Anulewicz:

This will acknowledge receipt of your letter to the District Attorney's Office dated April 5, 2016 of your request under the Georgia Open Records Act.

Pursuant to O.C.G.A. § 50-18-71(d), this office will make available for inspection and copying as provided by law such documents as are responsive to your request, except that disclosure is denied as to any such documents that are subsumed within the provisions of O.C.G.A. §§ 50-18-72(a)(4), (21)(A), (41) and (42).

Sincerely,



Michael G. Lambros
Assistant District Attorney

cc: David Cooke, District Attorney
Mike Bowers, Esq.

Exhibit E

THE LAMBROS FIRM, LLC

ATTORNEYS AT LAW

1355 PEACHTREE STREET
SUITE 1280

ATLANTA, GEORGIA 30309

TELEPHONE: (404) 221-1000

TELEFAX: (404) 577-3900

www.thelambrosfirm.com

April 12, 2016

VIA ELECTRONIC MAIL: canulewicz@balch.com

Mr. Christopher S. Anulewicz

Balch & Bingham, LLC

30 Ivan Allen, Jr. Boulevard, Suite 700

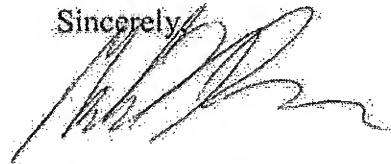
Atlanta, Georgia 30308-3036

Re: Georgia Open Records Act Request

Dear Mr. Anulewicz:

Accompanying this transmission we have attached the documents responsive to the two Open Records Requests you made to the District Attorney's Office for the Macon Judicial Circuit.

Sincerely,



Michael G. Lambros
Assistant District Attorney

cc: David Cooke, District Attorney
Mike Bowers, Esq.

Exhibit F



CHRISTOPHER S. ANULEWICZ
T: (404) 962-3562
F: (866) 320-6758
E: canulewicz@balch.com

May 12, 2016

VIA E-MAIL
VIA FEDEX

The Honorable K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
601 Mulberry Street
Macon, GA 31201

Re: Georgia Open Records Act Request

Dear Mr. Cooke:

This firm sent an Open Records Act Request to you on March 28, 2016. You supplied a letter response and documents on April 12, 2016. In our March 28, 2016 request we asked for all "employment contracts" and other information related to the services of Mr. Michael Lambros. The documents you supplied, in addition to emails and invoices, only included an "Oath of Special Assistant District Attorney" and an "Appointment of Michael Lambros, as Assistant District Attorney of the Macon Judicial Circuit, Under O.C.G.A. § 15-18-21; and 45-3-1; and 45-3-7."

We did not receive any contract with Mr. Lambros. We did not receive any authorizations of funding pursuant to either O.C.G.A. §§ 15-18-20 or 15-18-14. Please confirm that such authorizations and contracts do not exist. If they do exist then we request them pursuant to our prior Open Records Request.

The "Appointment of Michael Lambros, as Assistant District Attorney of the Macon Judicial Circuit, Under O.C.G.A. § 15-18-21; and 45-3-1; and 45-3-7" indicates that you made his appointment pursuant to O.C.G.A. § 15-18-21. This is not an authorizing statute. It is a qualifications statute and discusses the expenditure of state funds. O.C.G.A. § 15-18-21 requires anyone who is compensated by state funds per that statute may not engage in the private practice of law. Please identify the source of funds and provide all documents indicating or related to those sources of funds used to pay Mr. Lambros or to fund Mr. Lambros's trust account indicated on the billing records you provided or otherwise.

I note that O.C.G.A. §§ 45-3-1 and 45-3-7, which are also referenced in your "Appointment" are also not authorizing statutes allowing appointments or detailing their funding. Please produce all documents, if you have not done so already, showing the source of your authority in hiring and appointing Michael Lambros as a "Special Assistant District Attorney."

Please also produce all communications in your possession regarding the appointment of Mr. Lambros, the authorization to appoint him, and any efforts made to recover any unauthorized funds.

We believe the information above falls within our prior request. To the extent that you believe a new Open Records Request is necessary then we are requesting such materials here again pursuant to the Open Records Act and request to inspect all such information within three (3) days of this request.

I note that over three weeks elapsed between our first request and the production. We would request compliance with the Open Records Act in your response to this request.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a long horizontal line that tapers off to the right.

Christopher S. Anulewicz

CSA:sh

cc: Michael J. Bowers
Matthew B. Ames
Richard L. Hyde

Exhibit G

Atl RICOH

From: Cooke, David <DCooke@maconbibb.us>
Sent: Friday, May 20, 2016 12:40 PM
To: Anulewicz, Chris
Cc: Hughes, Susan; mlambros@thelambrosfirm.com; Bowers, Michael; Ames, Matt; Hyde, Richard
Subject: Re: Ltr. from C. Anulewicz - Georgia Open Records Act Request

This is in response to your May 12, 2016 Open Records Act request which supplemented a previous request you made dated April 28, 2016.

This office has provided you with all documents responsive to your Open Records Act requests of both dates. There are no further documents in our possession that are responsive to your requests under the Open Records Act.

Sincerely,

K. David Cooke, Jr.
District Attorney

Sent from my iPhone

On May 20, 2016, at 12:01 PM, Anulewicz, Chris <canulewicz@balch.com> wrote:

David—

Checking in on this.

--Chris

<balch_logoca055f>

Christopher S. Anulewicz, Partner, Balch & Bingham LLP
30 Ivan Allen Jr. Boulevard, N.W. • Suite 700 • Atlanta, GA 30308-3036
t: (404) 962-3562 f: (866) 320-6758 e: canulewicz@balch.com
www.balch.com

From: Cooke, David [<mailto:DCooke@maconbibb.us>]
Sent: Monday, May 16, 2016 4:48 PM
To: Hughes, Susan
Cc: 'mlambros@thelambrosfirm.com'; Anulewicz, Chris; Bowers, Michael; Ames, Matt; Hyde, Richard
Subject: RE: Ltr. from C. Anulewicz - Georgia Open Records Act Request

I received your new open records request Friday, and I am in the process of reviewing it now.
I expect to have a more detailed response by the end of this week.
As always, I am available by phone if you have any questions.

K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
661 Mulberry St
3rd Floor, Grand Building
Macon, GA 31201
478-621-6427
dcooke@maconbibb.us

From: Hughes, Susan [<mailto:shughes@balch.com>]
Sent: Thursday, May 12, 2016 4:11 PM
To: Cooke, David
Cc: 'mlambros@thelambrosfirm.com'; Anulewicz, Chris; Bowers, Michael; Ames, Matt; Hyde, Richard
Subject: Ltr. from C. Anulewicz - Georgia Open Records Act Request

Dear Mr. Cooke,

Attached please find a pdf copy of a letter of today's date from Chris Anulewicz. The original is being sent to you overnight via Federal Express.

Thank you for your attention to this matter.

Sincerely,

Susan Hughes

<image001.jpg>

Susan Hughes, Balch & Bingham LLP
Legal Secretary to: Chris Anulewicz • Brooke Gram • Richard Hyde •
30 Ivan Allen Jr. Boulevard, N.W. • Suite 700 • Atlanta, GA 30308-3036
t: (404) 962-3593 f: (866) 258-8987 e: shughes@balch.com
www.balch.com

CONFIDENTIALITY: This email and any attachments may be confidential and/or privileged and are therefore protected against copying, use, disclosure or distribution. If you are not the intended recipient, please notify us immediately by replying to the sender and double deleting this copy and the reply from your system.

Exhibit H



CHRISTOPHER S. ANULEWICZ
t: (404) 962-3562
f: (866) 320-6758
e: canulewicz@balch.com

May 31, 2017

VIA FEDEX

K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
2nd Floor, Grand Building
661 Mulberry Street
Macon, Georgia 31201

Re: Georgia Open Records Act Request

Dear Mr. Cooke,

Pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* ("Act"), we ask that the Macon Judicial Circuit District Attorney's Office please provide me with complete copies of the following records:

1. Copies of all billing records from Special Assistant District Attorney Michael G. Lambros in any matter involving Mr. Ronnie Bartlett and Ms. Lee Bartlett.
2. All documents, including but not limited to communications, letters, emails, notes, memoranda, correspondence, billing records, invoices, checks, or receipts approving or showing payment to Michael G. Lambros and The Lambros Firm LLC in any matter related to Mr. Ronnie Bartlett and Ms. Lee Bartlett.
3. Copies of all documents accounting for funds paid to Michael G. Lambros in any matter involving Mr. Ronnie Bartlett and Ms. Lee Bartlett.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me as soon as possible.

Very truly yours,



Christopher S. Anulewicz



CHRISTOPHER S. ANULEWICZ
t: (404) 962-3562
f: (866) 320-6758
e: canulewicz@balch.com

May 31, 2017

VIA FEDEX

Mr. Michael G. Lambros
Special Assistant District Attorney
Macon Judicial Circuit
2nd Floor, Grand Building
661 Mulberry Street
Macon, GA 31201

Mr. Michael G. Lambros
The Lambros Firm
2970 Clairmont Road, Ste. 240
Atlanta, Georgia, 30329

Re: Georgia Open Records Act Request

Dear Mr. Lambros,

Pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* ("Act"), we ask that you please provide me with complete copies of the following records:

1. Copies of all billing records for Special Assistant District Attorney Michael G. Lambros and The Lambros Firm, LLC in any action filed or initiated by you or the Macon Judicial Circuit District Attorney's Office on behalf of the State of Georgia involving Mr. Ronnie Bartlett and Ms. Lee Bartlett.
2. All documents, including but not limited to billing records, invoices, checks, or receipts showing payment to Michael G. Lambros or The Lambros Firm, LLC by the District Attorney's Office in any action filed or initiated by you or the District Attorney's Office on behalf of the State of Georgia involving Mr. Ronnie Bartlett and Ms. Lee Bartlett.

Mr. Michael G. Lambros

May 31, 2017

Page 2

Thank you for your assistance. If you have any questions, please do not hesitate to contact me as soon as possible.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christopher S. Anulewicz". The signature is written in a cursive style with a long horizontal stroke at the end.

Christopher S. Anulewicz

Exhibit I



MICHAEL J. BOWERS
t: (404) 962-3535
f: (866) 661-3255
e: mjbowers@balch.com

August 24, 2017

VIA E-MAIL: DCOOKE@MACONBIBB.US

Honorable K. David Cooke, Jr.
District Attorney
Macon Judicial Circuit
601 Mulberry Street
Macon, Georgia 31201

Re: **Georgia Open Records Act Request**

Dear Mr. Cooke:

Pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-70 thru § 50-18-77), I request to review and inspect all records, in whatever form and whatever nature, with regard to Michael G. Lambros concerning his retention in whatever capacity, to include but not limited to, Special Assistant District Attorney, by you as District Attorney of the Macon Judicial Circuit.

Please produce all records not previously furnished to this law firm in your April and May 2016 productions to the open records requests of Christopher S. Anulewicz of this firm. Your furnishing copies of the records requested will, of course, suffice.

Please include in your production to this firm, records showing all payments to Mr. Lambros or his firm, by your office from your last document productions to present as well as payment requests or billings from Mr. Lambros or his firm to your office during that time period.

Sincerely,


Michael J. Bowers

MJB:dcd

cc: Christopher S. Anulewicz, Esq.

Exhibit J

THE LAMBROS FIRM, LLC

ATTORNEYS AT LAW

2870 CLAIRMONT ROAD

SUITE 240

ATLANTA, GEORGIA 30329

TELEPHONE: (404) 221-1000

TELEFAX: (404) 577-3900

www.thelambrosfirm.com

September 6, 2017

VIA ELECTRONIC TRANSMISSION

Mike J. Bowers, Esq.
Balch & Bingham LLP
30 Ivan Allen, Jr. Blvd.
Suite 700
Atlanta, GA 30308-3036

Re: Open Records Request dated August 24, 2017

Mr. Bowers:

This is in response to your Georgia Open Records Request dated August 24, 2017 addressed to K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit. Although it is our position that your request was not properly served to the appropriate records official pursuant to O.C.G.A. § 50-18-71(b) the District Attorney's Office will, subject to our objection, respond as follows.

Some of the requested documents are exempted since the cases involve pending litigation. O.C.G.A. § 50-18-72(a)4 exempts any records of law enforcement, prosecution, or regulatory agencies from disclosure. We cannot produce any documents related to ongoing criminal investigations or prosecutions.

To the extent that the request seeks attorney-client communications or attorney work product, those records are also exempt from disclosure.

Attached hereto is my firm's IOLTA Reconciliation Report which is the same as provided before to your firm but is updated which is responsive to your request.

Mike J. Bowers
September 6, 2017
Page 2

I received your check for \$150.00 which will be returned. It did not take as long as I anticipated. We will send you a bill in the near future.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Lambros", with a long horizontal flourish extending to the right.

MICHAEL G. LAMBROS
Special Assistant District Attorney

cc. K. David Cooke, Jr., District Attorney

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 1

Selection Criteria

Macon - Sudama / Default
Beginning Balance

0.00

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 2

Client / Account Name

Date	Type	Description	Value	Balance
4/12/2016	DEP	Deposit to account - Bank of Lee County - Cashier's check - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Cashier's Check No. 5784	5000.00	5000.00
4/12/2016	DEP	Deposit to account - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Kapil Angira's Check No. 105	25000.00	30000.00
4/13/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Bakabhai Patel and Vishal Patel, AG 2012 Inc.	45000.00	75000.00
4/15/2016	DEP	Deposit to account - Miles Hansford & Tallant, LLC - Weynshet Afework and North Decatur C-Store. Check No. 2539	25000.00	100000.00
4/19/2016	PAYF	Payment from account - \$10,000.00 (Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store); \$10,000.00 Bakabhai and Vishal Pate, AG 2012, Inc.; \$25,000.00 Weynshet Afework, North Decatur C-Store - The Lambros Firm - bank transfer.	(45000.00)	55000.00
5/3/2016	DEP	Deposit to account - Spivey Pope Green & Greer, LLC Receivership Account - for Heet & Meshwa. Check No. 282	90000.00	145000.00
5/3/2016	DEP	Deposit to account - North Decatur C-Store - 1st installment. Check No. 1792	25000.00	170000.00
5/4/2016	PAYF	Payment from account - on balance - transfer funds from IOLTA to Operating. - costs on Heet & Meshwa.	(15000.00)	155000.00
5/5/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Om Shiv Shakti Namah LLC \$25,000; Priya \$25,000.00.	50000.00	205000.00
6/2/2016	DEP	Deposit to account - North Decatur C-Store. Check No. 1821	25000.00	230000.00
6/6/2016	DEP	Deposit to account - wire transfer from Burke Lasseter, LLC - \$25,000.00 on Priya and \$25,000.00 on Om Shiv Shakti Namah LLC.	50000.00	280000.00
6/15/2016	DEP	Deposit to account - Coxen & Worthington LLC - West Point Corner Store, LLC settlement.. Check No. 1471	90000.00	370000.00
6/27/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #33974 - \$35,000.00 on AG 2012, Inc. d/b/a C&B Store, Bakabhai Patel, Vishal Patel; \$75,000.00 on Heet & Meshwa, LLC d/b/a Shell Food Mart, Hetalben K. Patel; \$20,000.00 on United Petro of GA, Inc. d/b/a Kountry Restaurant, United Petroleum of GA, Inc. d/b/a Kountry Restaurant, Kapil Angira, Aklim Pervin; \$25,000.00 on Om Shiv Shakti Namah, LLC d/b/a Marshallville Stop & Shop, Sachit Patel; \$25,000.00 on Priya S. Inc.	(205000.00)	165000.00

9/5/2017
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The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 3

Client / Account Name:

Date	Type	Description	Value	Balance
		d/b/a Marshallville Quick Stop, Shanta Patel; \$25,000.00 on North Decatur C-Store, Inc. d/b/a Texaco Food Mart, Weynshef Afework. CHECK WAS CUT ON 6/27 FOR HAND DELIVERY. WAS NOT DELIVERED. COVER LETTER AND CHECK SENT VIA FEDEX ON 7/11.		
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Jai Madi, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs. Check No. 1478	45000.00	210000.00
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Dipen, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs. . Check No. 1479	45000.00	255000.00
7/1/2016	DEP	Deposit to account - North Decatur C Store - 4th payment. Check No. 1845	25000.00	280000.00
7/5/2016	DEP	Deposit to account - Om Shiv Shakti Namah LLC - wire transfer	25000.00	305000.00
7/5/2016	DEP	Deposit to account - Priya S Inc. - wire transfer	25000.00	330000.00
7/11/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3404 - forfeited funds from Om Shiv Shakti Namah, LLC, Priya S., Inc., and North Decatur C-Store, Inc.	(150000.00)	180000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - Dipen \$10,000 costs; Jai Madi \$10,000 costs - transfer from IOLTA to Operating.	(20000.00)	160000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - costs on West Point Corner Store	(15000.00)	145000.00
7/20/2016	DEP	Deposit to account - Coxen & Worthington LLC - Diya 1, LLC settlement. Check No. 1490	45000.00	190000.00
7/28/2016	PAYF	Payment from account - \$10,000 Diya costs.	(10000.00)	180000.00
7/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3413	(180000.00)	0.00
8/10/2016	DEP	Deposit to account - Spivay Pope Green & Greer LLC - Shree Gayatri - partial payment toward \$55,000.00 settlement and/or \$15,000.00 costs. Check No. 3078	20000.00	20000.00
8/11/2016	DEP	Deposit to account - Coxen & Worthington LLC - Shree Radhe Govind Corp. settlement funds. Check No. 1500	90000.00	110000.00
8/24/2016	PAYF	Payment from account - The Lambros Firm - costs on Shree Radhe Govind Corporation.	(15000.00)	95000.00
8/29/2016	WITH	Withdrawal from account - The Lambros Firm, LLC - Shree Gayatri costs - bank transfer	(15000.00)	80000.00
9/19/2016	DEP	Deposit to account - Kapil Angira-United Petroleum of GA, Inc. d/b/a Kountry Restaurant. Check No. 108	15000.00	95000.00
9/26/2016	DEP	Deposit to account-Burke Lassefer - Easy Corporation (\$35,000) plus costs (\$10,000) - wire transfer	45000.00	140000.00
9/28/2016	PAYF	Payment from account - bank transfer - The Lambros Firm - Easy Corporation costs	(10000.00)	130000.00

9/5/2017
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The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 4

Client / Account Name

Date	Type	Description	Value	Balance
9/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - \$15,000 on United Petro fo GA, Inc. and \$75,000.00 on Shree Radhe Govind Corporation - check #3421.	(90000.00)	40000.00
11/4/2016	DEP	Deposit to account - Nazir Mart - 1st of 5 \$5,000 installments per Settlement Agreement. Check #3232	5000.00	45000.00
11/4/2016	DEP	Deposit to account-Nazir Ahmad - \$20,000.00 forfeited funds per settlement agreement. Check No. 2141	20000.00	65000.00
11/10/2016	DEP	Deposit to account - Nazir Ahmed - Cashier's check to replace check #2141 that was returned NSF.	20000.00	85000.00
11/16/2016	PAYF	Payment from account-Nazir Ahmad costs - check #3430	(10000.00)	75000.00
11/29/2016	WITH	Withdrawal from account-Bibb County District Attorney - check #3436 - Nazir Ahmed	(35000.00)	40000.00
12/19/2016	DEP	Deposit to account-Dimpy Patel - Fees. Check No. 313	50000.00	90000.00
12/22/2016	PAYF	Payment from account	(30000.00)	60000.00
12/22/2016	PAYF	Payment from account	(20000.00)	40000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington for AK 138-settlement proceeds.. Check No. 1532	15000.00	55000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington-Shree Gayatri Enterprises-Hetal Patel-settlement proceeds. Check No. 1531	29888.33	84888.33
2/24/2017	PAYF	Payment from account-The Lambros Firm, LLC-transfer funds	(15000.00)	69888.33
3/8/2017	WITH	Withdrawal from account	(69888.33)	0.00
4/6/2017	DEP	Deposit to account-Farishta-1st payment on settlement.. Check No. 1630 (BEGIN FIDELITY IOLTA ACCOUNT)	5000.00	5000.00
4/6/2017	DEP	Deposit to account-AK 138 LLC-partial settlement.. Check No. 2256	15000.00	20000.00
4/12/2017	DEP	Deposit to account-Noorali Investment, Inc.-Payment #1. Check No. 1012	5000.00	25000.00
4/12/2017	DEP	Deposit to account-Farishta/Azeez Farishta-Diamond Enterprises-Payment #2. Check No. 1624	5000.00	30000.00
4/12/2017	DEP	Deposit to account-Amin Meghjani/DilshadMeghjani-Diamond Jubilee-Settlement Payment.. Check No. 2140	5000.00	35000.00
4/12/2017	DEP	Deposit to account-God's Blessings d/ba/ Woolsey Chevron Foodmart-payment #1. Check No. 3023	5000.00	40000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1534	75000.00	115000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1535	37450.00	152450.00
4/19/2017	PAYF	Payment from account-Noorali Investment, Inc.,; Azeez Farishta; Amin Meghjani; God's Blessings - \$5,000.00 each.	(20000.00)	132450.00
4/19/2017	PAYF	Payment from account-Dimpy Defendants.	(100000.00)	32450.00

9/5/2017
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The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 5

Client / Account Name

Date	Type	Description	Value	Balance
4/26/2017	DEP	Deposit to account-God's Blessings-payment #1. Check No. 3059	5000.00	37450.00
4/26/2017	DEP	Deposit to account-Noorali Investment Inc. - Payment #2. Check No. 1013	5000.00	42450.00
4/26/2017	DEP	Deposit to account-Amba Mata2/Mital Patel-Forfeit and costs. Check No. 1043	35000.00	77450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dimpy Defendants. Check No. 1538	70000.00	147450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dahl Mahi, Inc. d/b/a Rocky's Food Mart; Dahl Mahi, Inc. d/b/a Exxon Food Mart; Madhu Prabhu d/b/a BP South; Mahi Shahi, Inc. d/b/a Rocky's Food Mart; Shahi Aarav, Inc. d/b/a Rocky's Food Mart; Bipinkumar Patel-\$30,000 costs. Check No. 1546	30000.00	177450.00
5/5/2017	WITH	Withdrawal from account-Bibb County District Attorney-check #3001-Amba Mata2	(25000.00)	152450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Amba Mata2	(10000.00)	142450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Dahl Mahi (Sparta)	(30000.00)	112450.00
5/12/2017	DEP	Deposit to account-Farishita/Diamond Enterprises. Check No. 1634	5000.00	117450.00
5/15/2017	DEP	Deposit to account - Sandip Patel - wire transfer from Receiver	500000.00	617450.00
5/18/2017	DEP	Deposit to account-Collier & Gamble-Kintan. Check No. 21891	30000.00	647450.00
5/24/2017	DEP	Deposit to account - God's Blessing, Inc. - Payment #2. Check No. 3090	5000.00	652450.00
5/24/2017	DEP	Deposit to account - Noorali Investment Inc. - Payment #2. Check No. 1014	5000.00	657450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - God's Blessing, Inc. d/b/a Woolsey Chevron Food Mart, Amin Meghjani - check #3002	(10000.00)	647450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Kintan 1, Inc. d/b/a SK Foods; Kintan, Inc. db/a Alstone Trading Company; Kintan 3, Inc. d/b/a Smithville Supermarket, Kintankumar Patel, Nishaben Ashokumar Plithawala - check #3002	(30000.00)	617450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - AK 138, LLC d/b/a AK Grocery, Asutosh Barot - check #3002	(15000.00)	602450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Diamond Enterprises US, Inc. d/b/a Tobacco Emporium, Azeez Farishita - check #3002	(5000.00)	597450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Noorali Investment, Inc. d/b/a Shell Food Mart, Amin Meghjani - check #3002	(10000.00)	587450.00
5/31/2017	PAYF	Payment from account-transfer funds from IOLTA to Operating to apply to bill.	(200000.00)	387450.00

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

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Client / Account Name:

Date	Type	Description	Value	Balance
6/1/2017	DEP	Deposit to account-Coxen & Worthington LLC-payment on Dimpy Defendants settlement. Check No. 1551	126000.00	513450.00
6/6/2017	DEP	Deposit to account-HHC Mart, LLC-dba Econo Mart-1st of 15 installments. Check No. 2347	1000.00	514450.00
6/15/2017	DEP	Deposit to account-Rocky's FM settlement. Check No. 1552	5744.50	520194.50
6/15/2017	DEP	Deposit to account-Dahi Mahi settlement. Check No. 1553	5745.00	525939.50
6/15/2017	DEP	Deposit to account-H & H Deli settlement. Check No. 1554	12766.00	538705.50
6/15/2017	DEP	Deposit to account-Rod's Stop & Shop settlement. Check No. 1555	5744.50	544450.00
6/21/2017	WITH	Withdrawal from account - K. David Cooke, District Attorney for the Bibb Judicial Circuit - Dimpy Defendants \$208,450.00; Diamond Enterprises \$5,000.00; Sandip Patel \$150,000.00; HHC \$1,000.00; Rocky's Food Mart \$5,744.50; Dahi Mahi \$5,745.00; H&H Deli \$12,766.00; Rod's Stop & Shop \$5,744.50 (last 4 stores referred to as "Sparta Stores" - check #3004	(394450.00)	150000.00
6/27/2017	WITH	Withdrawal from account-Spivey, Pope Green & Greer - Receiver's Fees & Costs	(14971.50)	135028.50
7/7/2017	DEP	Deposit to account-God's Blessing - payment #4. Check No. 3123	5000.00	140028.50
7/7/2017	DEP	Deposit to account-Noorali Investment - payment #4. Check No. 1015	5000.00	145028.50
7/7/2017	DEP	Deposit to account-Kantilal Patel - \$25,000 forfeited funds; \$10,000 costs. Check No. 105	35000.00	180028.50
7/7/2017	DEP	Deposit to account-BP South; Bipinkumar parekh and Madhu Prabhu, Inc.. Check No. 3003	8750.00	188778.50
7/7/2017	DEP	Deposit to account-Bapu Sitaram, Inc. - costs. Check No. 1002	10000.00	198778.50
7/12/2017	PAYF	Payment from account-transfer from IOLTA account to operating-apply to fees and costs	(100000.00)	98778.50
7/14/2017	DEP	Deposit to account-H&H Deli (Dahi Mahi group)-Coxen & Worthington IOLTA check	12766.00	111544.50
7/14/2017	DEP	Deposit to account-Rod's Stop and Shop-Coxen & Worthington IOLTA check	5744.00	117288.50
7/14/2017	DEP	Deposit to account-Dahi Mahi-Coxen & Worthington IOLTA check.	5744.00	123032.50
7/14/2017	DEP	Deposit to account-Rocky's Food Mart-Coxen & Worthington IOLTA check.	5744.00	128776.50
7/21/2017	DEP	Deposit to account-Mashu Prabhu, Inc. - 2nd payment. Check No. 3007	8750.00	137526.50
8/4/2017	DEP	Deposit to account-Noorali-5th installment. Check No. 1016	5000.00	142526.50
8/4/2017	DEP	Deposit to account-God's Blessing - 5th installment. Check No. 3179	5000.00	147526.50
8/4/2017	DEP	Deposit to account-Bapu Sitaram-1st installment. Check No. 1005	12500.00	160026.50

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 7

Client / Account Name
Date

Type

Description

Value

Balance

8/7/2017	PAYF	Payment from account-Invoice #11212	(42950.74)	117075.76
8/15/2017	WITH	Withdrawal from account-McNair, McLemore, Middlebrooks & Co. - invoice #36255 for \$2,254.00; invoice #36960 for \$897.00; invoice #37446 for \$4,586.68; invoice #38440 for \$2,123.00; invoice #40035 for \$3,110.00; invoice #43911 for \$4,917.00; invoice #45900 for \$254.00; invoice #53579 for \$85.50	(18227.18)	98848.58
8/17/2017	DEP	Deposit to account - Coxen & Worthington for Priya Daxa - full payment. Check No. 1572	25000.00	123848.58
8/17/2017	DEP	Deposit to account - Collier & Gamble - Kintan - 2nd installment. Check No. 21996	30000.00	153848.58
8/17/2017	DEP	Deposit to account - Collier & Gamble - Kintan final installment. Check No. 22131	30000.00	183848.58
8/25/2017	DEP	Deposit to account-Noorail Investment Inc.-final payment. Check No. 1017	5000.00	188848.58
8/25/2017	DEP	Deposit to account-God's Blessing-final payment. Check No. 3180	5000.00	193848.58
8/25/2017	DEP	Deposit to account-HK Tax & Accounting-Costs. Check No. 6090	500.00	194348.58
8/25/2017	DEP	Deposit to account-Kyle Johnson, P.C.-Costs. Check No. 1509	500.00	194848.58
8/25/2017	DEP	Deposit to account-Bipinkumar Parekh and Madhu Prabhu, Inc. dba BP South-3rd payment. Check No. 3009	8750.00	203598.58

Ending Balance

203598.58

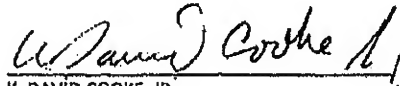
Exhibit K

GEORGIA, BIBB COUNTY
IN THE SUPERIOR COURT

14CV61931

IN RE: APPOINTMENT OF MICHAEL LAMBROS, AS ASSISTANT DISTRICT ATTORNEY OF
THE MACON JUDICIAL CIRCUIT, UNDER OCGA § 15-18-21; 45-3-1; 45-3-7.

I, K. David Cooke, Jr., District Attorney of the Macon Judicial Circuit, under the power vested in me by OCGA § 15-18-21; 45-3-1; 45-3-7 do hereby constitute and appoint Michael Lambros as Special Assistant District Attorney of the Macon Judicial Circuit. This appointment to become effective October 27, 2014.

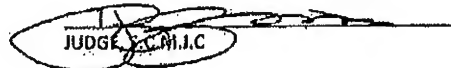


K. DAVID COOKE, JR.
DISTRICT ATTORNEY
MACON JUDICIAL CIRCUIT

GEORGIA, BIBB COUNTY
IN THE SUPERIOR COURT OF SAID COUNTY:

The foregoing appoint of Michael Lambros, as Special Assistant District Attorney of the Macon Judicial Circuit, under OCGA § 15-18-21; 45-3-1; 45-3-7 is hereby approved

SO ORDERED THIS 27TH DAY OF OCTOBER, 2014



JUDGE J. M. J. C.

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ERICA WILSON
SUPERIOR COURT
BIBB COUNTY
GEORGIA

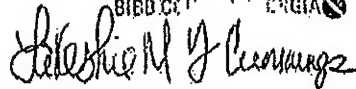


Exhibit L

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA <i>ex rel.</i>)	
K. DAVID COOKE, JR, District Attorney for)	
the Macon Judicial Circuit,)	
)	
Plaintiff,)	
)	
v.)	Civil Action File No. 15CV - 63661
)	
SUDAMA RESORTS, LLC)	
located at 345 THIRD STREET, FOREST)	
PARK, CLAYTON COUNTY, GEORGIA)	
30297, et al.,)	
)	
Defendants.)	

MOTION TO DISQUALIFY "SPECIAL ASSISTANT DISTRICT ATTORNEY"
MICHAEL G. LAMBROS

The Faith Defendants¹ move this Court to disqualify Michael G. Lambros from representing the State of Georgia in its prosecution of this civil forfeiture action.

I. INTRODUCTION

This case arises out of an alleged "RICO Enterprise" wherein Plaintiff claims some 159 real defendants and 103 *in rem* defendants, including the Faith Defendants, violated or conspired to violate the Georgia Racketeer Influenced and Corrupt Organizations ("RICO") Act. The essence of Plaintiff's allegations is that defendant-lessees of Sudama's bona fide coin operated amusement machines, which are licensed and currently under order to be sold by the Georgia Lottery Corporation ("GLC") pursuant to this Court's May 8, 2017 Consent Order Authorizing Sale of Assets of Sudama Resorts, LLC, attached hereto as **EXHIBIT A**, conspired with Sudama

¹ The "Faith Defendants" shall refer to Defendant Faith Business, Inc. d/b/a Columbia Grocery, located at 2381 Columbia Drive, DeKalb County, Georgia 30032, Defendant Rana Mujaddidi, and Defendant *in rem* United States Currency, Inventory, Equipment, and Personal Property located at Columbia Grocery, 2381 Columbia Drive, DeKalb County, Georgia on October 28, 2015.

to run a statewide illegal gambling operation with these legal machines. As set forth below, this action is an illegal, money-making endeavor by Lambros and Cooke. Despite being told by the Georgia Court of Appeals, that he may not take a contingency fee in cases like the one before this Court, and despite a statute directly prohibiting Lambros's current contingent arrangement in forfeiture cases, Lambros illegally continues to engage in contingency fee arrangements—including in this case.² Lambros has likely reaped millions of dollars through these prohibited arrangements—including requesting a \$350,000.00 contingency payment in this case. The Court should not permit this to continue.

As set forth below, Lambros' billing records prove he is working on a contingency basis and in violation of the law, as The Lambros Firm, LLC, is paid upon settlement the exact amounts itemized for fees in each settlement agreement. Such a contingency payment arrangement for Special Assistant District Attorneys ("SADAs") is illegal. These circumstances require this Court to recuse Lambros from this case and to preclude any additional illegal payments to Lambros.

² It appears that Lambros has no written contract entitling him to any fees, no locality has approved his fees or contract and his fees have not been approved by the voters. This arrangement clearly violates multiple provisions of the Georgia Constitution, including the Ga. Const. Art. VII, Sec. IV, Par. VIII (prohibiting pledging of state funds to private individuals or partnering with private individuals), Ga. Const. Art. IX, Sec. V. Par. I (prohibiting State or Locality incurring any debt that is not budgeted for in the current year or approved by the voters), Ga. Const. Art. III, Sec. VI, Par. VI(a) (prohibiting gratuities). Additionally, the fees Lambros receives have not been approved by the local government required to authorize his payments. *See* O.C.G.A. § 15-18-20(b); *see also* O.C.G.A. § 15-18-14 (allowing appointment of assistant district attorneys with state funds pursuant to Contracts with Department of Human Services at set rates exceeded in this case); O.C.G.A. § 15-18-21 (prohibiting any attorney employed by the district attorney who is compensated in whole or in part by state funds from private practice—which Mr. Lambros is engaged in). Under no reading of the law is Lambros permitted to be a "special assistant district attorney" in this case.

II. ARGUMENT AND CITATION OF AUTHORITY

A. Lambros Must Be Disqualified Because of His Contingency Fee Arrangement.

Michael G. Lambros must be disqualified from representing the State in this forfeiture action because his compensation in the form of a contingency fee creates a conflict of interest and violates O.C.G.A. § 16-1-12(a).

O.C.G.A. § 16-1-12(a) states:

In any forfeiture action brought pursuant to this title, an attorney appointed by the Attorney General or district attorney as a special assistant attorney general, special assistant district attorney, or other attorney appointed to represent this state in such forfeiture action shall not be compensated on a contingent basis by a percentage of assets which arise or are realized from such forfeiture action. Such attorneys shall also not be compensated on a contingent basis by an hourly, fixed fee, or other arrangement which is contingent on a successful prosecution of such forfeiture action.

The Georgia Court of Appeals has expressly held contingency fee arrangements for SADAs appointed to represent the State in civil forfeiture actions violate Georgia public policy, given that such arrangements cause the SADAs to have a personal financial stake in the outcome of the proceedings, and a SADA with such an arrangement must be disqualified from prosecuting a case based on a conflict of interest. *See Greater Georgia Amusements, LLC v. State*, 317 Ga. App. 118 (2012); *Amusement Sales, Inc. v. State*, 316 Ga. App. 727, 735 (2012) (citing *Williams v. State*, 258 Ga. 305, 314 (1988)); *Sears, Roebuck & Co. v. Parsons*, 260 Ga. 824 (1991) (holding a contingent fee arrangement for a private entity acting on behalf of a county tax assessor was void as against public policy). It is black letter law that “the trial court abuses its discretion in denying a motion to disqualify” a SADA with such a contingency fee arrangement. *Amusement Sales*, 316 Ga. App. at 735.

In *Greater Georgia Amusements, LLC v. State*, 317 Ga. App. 118 (2012), the district attorney had appointed Michael Lambros and another private attorney as SADAs for the purpose

of pursuing the State's forfeiture claims against a number of Moultrie convenience stores. The district attorney's contract with the SADAs specified they would receive fees in the amount of at least one-third of the gross amount they recovered on behalf of the State. *See* 317 Ga. App. at 119. Greater Georgia Amusements moved to disqualify Lambros and the other SADA from prosecuting the case on the ground the fee arrangement violated Georgia's public policy. *See id.* at 118.

[A] district attorney may not be compensated by means of a fee arrangement which guarantees at least the appearance of a conflict of interest between his public duty to seek justice and his private right to obtain compensation for his services. ***Such an arrangement is all the more repugnant in the context of Georgia RICO forfeiture actions,*** which can be brought only by the State and are "disfavored" under Georgia law.

Id. at 122 (emphasis supplied). The court held the contingency fee arrangement under which the SADAs were retained was void as against Georgia public policy and reversed the trial court's denial of Greater Georgia Amusements' motion to disqualify the SADAs, including Lambros, from prosecuting the case based on the conflict of interest the contingency fee arrangement created. *See id.* at 122.

Relying on its decision in *Greater Georgia Amusements*, the court in *Amusement Sales* likewise held contingency fee arrangements for SADAs appointed to represent the State in civil forfeiture actions violate Georgia public policy, given that those types of arrangements cause the SADAs to have a personal financial stake in the outcome of the proceedings. *See Amusement Sales*, 316 Ga. App. at 728.³ The two SADAs in the *Amusement Sales* case, one of whom was Lambros, were private attorneys who had entered into a contingency fee arrangement with the

³ Although given the earlier Georgia Appeals Reporter citation, *Amusement Sales*, 316 Ga. App. 727 is actually the later-decided case. *Amusement Sales* was decided on July 11, 2012 while *Greater Georgia Amusements*, reported at 317 Ga. App. 118, was decided on May 25, 2012.

State to prosecute and recover a percentage of any forfeited proceeds. At trial, Lambros served as lead attorney for the State. *See id.* at 729. The court held the trial court abused its discretion in denying Amusement Sales's motion to disqualify Lambros and the other SADA based on the conflict of interest created by their contingency fee arrangement. *See id.* at 736. The court thus reversed the trial court's judgment and remanded the case for a new trial. *See id.*

The facts in the present case are virtually indistinguishable from those in *Greater Georgia Amusements* and *Amusement Sales*. Additionally, O.C.G.A. § 16-1-12(a) specifically prohibits Lambros's fee arrangement here. O.C.G.A. § 16-1-12(a) prohibits Lambros from having *any* type of compensation "arrangement which is contingent on a successful prosecution of such forfeiture action." Yet this is precisely what Lambros has done here. His accumulated "bills" have been paid out of a "successful" recovery in this case. This he cannot do.

For example, Lambros' settlement with lead Defendant Sudama Resorts, LLC and related defendants resulted in a \$350,000.00 payday "to be applied toward [the State's] costs, including but not limited to, attorneys' fees, expert fees, accountants' fees, and other expenses incurred in bringing and litigating this action." *See* Order Approving Settlement Agreement Between Plaintiff and Defendants Sandip Patel, Rohini Patel, Nishita Patel, Sudama Resorts, LLC and Related U.S Currency, Personal Property and Real Property, attached hereto as **EXHIBIT B**, at Exhibit A of Exhibit B, p. 2. This is in patent violation of O.C.G.A. § 16-1-12(a). The settlement agreement further provides "this \$350,000.000 is in addition to and is not part of the Forfeited Amount" – another \$1.65 million dollars. *Id.* Obtaining a \$2 million settlement from Sudama for the State is plainly a "successful prosecution" within the meaning of O.C.G.A. § 16-1-12(a).

The Sudama Settlement agreement itself admits Lambros is working on a contingency because his bills were paid from the "successful prosecution" and not paid as his bills were

incurred. It does not appear Lambros has received the entire \$350,000.000 from the Sudama Settlement yet. The significance of this fact cannot be understated. It shows Lambros' recovery is contingent upon resolution of the settlement agreement through the sale of the machines per the settlement. Thus, the Sudama Settlement proves Lambros' relationship with the district attorney's office and his compensation are "contingent" within the meaning of O.C.G.A. § 16-1-12(a). Therefore, the Sudama Settlement alone clearly establishes Lambros' arrangement with the State violates O.C.G.A. § 16-1-12(a) and requires his disqualification.

Additionally, Lambros' billing records in this matter disclose a routine pattern and practice of receiving contingency fees. The Faith Defendants are in possession of only a portion of Lambros' billing records in this matter. However, that portion, attached hereto as EXHIBIT C, reflects settlement and payment transactions from April 19, 2016 to June 15, 2017 (perhaps indicating Lambros had not billed the State for over a year until he settled with some of the defendants) and shows multiple examples of this contingency fee arrangement. The pattern is as follows: (1) Lambros settles with a corporate Defendant and related *in personam* Defendants; (2) the Court enters an order approving settlement and attaching the agreement (the agreements, like the Sudama Settlement, require payment of costs in addition to the forfeiture); (3) the defendants wire the money to The Lambros Firms' IOLTA account, and Lambros then cuts a check to the firm for the *exact amount* earmarked for fees in the settlement agreements, *apparently irrespective of actual costs associated with pursuing the given defendant or group of defendants*. See, e.g., Jai Madi, LLC and Dipen LLC deposits and withdrawals earmarking \$10,000 "costs" in Ex. C. Specifically, Lambros' records contain 18 instances of direct payment of costs in the

exact amount earmarked in the settlement agreement with various defendants.⁴ Ten of the entries even note the payment of “costs” in their descriptions. These entries alone reflect a \$220,000

⁴ These payments and withdrawals are dated: April 19, 2014 (matching with fees ordered in Amended Order Approving Settlement Agreement Between Plaintiff and Defendants **Kapil Angira**, Aklim Pervin, United Petro of Ga., Inc. d/b/a Kountry Restaurant, United Petroleum of Ga., Inc. d/b/a Kountry Restaurant, U.S. Currency and Personal Property (\$10,000), Order Approving Settlement Agreement Between Plaintiff and Defendants Bakabhai Patel, Vishal Patel, and **AG 2012, Inc.** d/b/a C&B Store, U.S. Currency and Personal Property (\$10,000), and Order Approving Settlement Agreement Between Plaintiff and Defendants Weynshet Afework, **North Decatur C-Store**, Inc. d/b/a Texaco Food Mart, U.S. Currency and Personal Property (\$25,000), attached hereto as **EXHIBITS D, E, and F** respectively); May 4, 2016 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Hetalben K. Patel, **Heet & Meshwa, LLC** d/b/a Shell Food Mart, U.S. Currency and Personal Property (\$15,000), attached hereto as **EXHIBIT G**); July 12, 2016 (matching with fees ordered in Order Approving Settlement Between Plaintiff and Defendants Samir Patel, **Dipen LLC**, d/b/a Conyers Food Mart, U.S. Currency, and Personal Property and Order Approving Settlement Between Plaintiff and Defendants Samir Patel, **Jai Madi, LLC** d/b/a Sunny Food Mart, U.S. Currency, and Personal Property, and Order Approving Settlement Between Plaintiff and Defendants Ashaban Patel, **West Point Corner Store, LLC** d/b/a West Point Corner Store, U.S. Currency, and Personal Property, attached hereto as **EXHIBITS H, I, and J**, respectively) (\$10,000 ea.); July 28, 2016 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Tushar Patel, **Diya, 1 LLC** d/b/a Raj Food Mart, U.S. Currency, and Personal Property, attached hereto as **EXHIBIT K**) August 24, 2016 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Dharmeshkumar D. Patel, **Shree Radhe Govind Corporation**, d/b/a Citgo Food Mart, U.S. Currency, and Personal Property, attached hereto as **EXHIBIT L**) (\$15,000); August 29, 2016 (matching fess ordered in Order Approving Settlement Between Plaintiff and Defendants Hetal Patel, **Shree Gayatri Expres, Inc.** d/b/a T&A Food Mart, U.S. Currency, and Personal Property, attached hereto as **EXHIBIT M**) (\$15,000); September 28, 2016 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Sonal Patel, Easy Corporation d/b/a Phillips 66, U.S. Currency, and Personal Property, attached hereto as **EXHIBIT N**) (\$10,000); November 16, 2016 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants **Nazir Ahman**, Nazir Mart, Inc. d/b/a Corner Mart, U.S. Currency and Personal Property, attached hereto as **EXHIBIT O**) (\$10,000); April 19, 2017 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Amin Meghjani and **Noorali Investment, Inc.** d/b/a Shell Food Mart, U.S. Currency, and Personal Property, Order Approving Settlement Between Plaintiff and Defendants **Azeez Farishta** and Diamond Enterprises USA, Inc. d/b/a Tobacco Emporium, Order Approving Settlement Between Plaintiff and Defendants **Amin Meghjani** and Diamond Jubilee Investment, LLC d/b/a Jenny Food Mart, U.S. Currency and Personal Property, and Order Approving Settlement Between Plaintiff and Defendants Amin Meghjani and **God’s Blessings, Inc.** d/b/a Woolsey Chevron Food Mart, U.S. Currency and Personal Property, attached hereto as **EXHIBITS P, Q, R, & S**, respectively) (\$5,000 ea.); and May 11, 2017 (matching fees ordered in Order Approving Settlement Between Plaintiff and Defendants Mital

recovery by Lambros paid only out of the “successful prosecution” of the settling defendants agreeing to pay attorneys’ fees on top of forfeiting additional sums to the state. This metric does not even take into account Lambros’ \$100,000 “[p]ayment from account – Dimpmy Defendants” on April 19, 2017 (these defendants agreed to pay \$150,000 in fees), the \$200,000 “[w]ithdrawal from account-transfer funds from IOLTA to Operating to apply to bill” on May 31, 2017 following Sudama owner Sandip Patel’s \$500,000 deposit upon settlement, or Lambros’ draining the *entire* Sudama IOLTA on March 8, 2017 – another \$69,888.33.

This evidence more than creates the appearance of impropriety; it conclusively establishes Lambros is receiving compensation contingent upon the outcome of the forfeiture proceedings, which is strictly prohibited by Georgia law. *See* O.C.G.A. § 16-1-12(a).

Lambros accordingly must be disqualified from appearing in this action on behalf of the State. His working on a contingency here is merely a continuation of his pattern and practice in forfeiture cases. He should not be allowed to collect the fee from this or any of the other cases.

For Cooke and his office, the contingency arrangement is even more lucrative. Of the more recent examples, Cooke’s office will receive 70% of the \$1.65 million forfeited in the Sudama Settlement agreement – or roughly \$1.16 million – *on top of* funds received from other settlements and distribution orders. This is to say nothing of the funds distributed to receivers or other law enforcement agencies for their assistance in pursuing the various defendants.

Atulbhai Patel and **Amba Mata 2, LLC** d/b/a Petro South, U.S. Currency and Personal Property (\$10,000) and Order Approving Settlement Between Plaintiff and Defendants Bipinkumar Patel, Amitaben Patel, Salyyn Pez, Mahi Shahi, Inc. d/b/a Rocky’s Food Mart, **Dahi Mahi**, d/b/a Rocky’s Food Mart, Dahi Mahi, Inc. d/b/a Exxon Food Mart, Shahi AArav, Inc. d/b/a Rocky’s Food Mart, Shahi Aarav, Inc. d/b/a H&H Deli & Grocery and Shahi Aarav, Inc. d/b/a Rod’s Stop & Shop (\$30,000), attached hereto as **EXHIBITS T & U**, respectively). The bolded defendants correspond to the entries in Lambros’ billing records.

“Attorneys charged with law enforcement responsibilities must conduct themselves at all time in a manner that promotes public confidence in the justice system. Prosecutors are not simply advocates, but they are also ... ministers of justice.... As such, we hold prosecutors to a high standard of ethical conduct.” *In re McKinney*, 948 N.E.2d 1154, 1160 (Ind. 2011). This also applies to SADAs like Lambros.

Rule 1.7(a) of the Georgia Rules of Professional Conduct prohibits a lawyer from representing a client (here, the State) “if there is a significant risk that the lawyer’s own interests ... will materially and adversely affect the representation of the client” “If an impermissible conflict arises after representation has been undertaken, the lawyer should withdraw from the representation.” Rule 1.7, Comment 3.

The district attorney and the SADAs have a direct financial interest in the outcome of forfeiture proceedings because of the prospect of both economic profit and institutional gain through more and better law enforcement equipment. The direct financial stake the District Attorney and the SADAs have in the seizure and retention of property for forfeiture poses a conflict of interest, a potential for bias, and the appearance of bias that disqualifies them from prosecuting this action.

Finally, to the Faith Defendant’s knowledge, there is no written fee agreement between Lambros and Cooke. Therefore, any payment to Lambros also violates the gratuities clause of the Georgia Constitution, GA. CONST. art. III, § VI, ¶ VI, and violates the debt clause of the Georgia constitution, GA. CONST. art. IX, § V, ¶ I(a), among other laws.

III. CONCLUSION

For the foregoing reasons, the Faith Defendants respectfully request the Court to disqualify Cooke and Lambros from this matter.

Respectfully submitted this 17th day of July, 2017.

/s/ Christopher S. Anulewicz

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Georgia Bar No.071650

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Atlanta, GA 30308

Telephone: (404) 261-6020

Facsimile: (404) 261-3656

ATTORNEYS FOR FAITH DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by U.S.

Mail, properly addressed and postage prepaid, on this the 17th day of July, 2017.

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/s/ Christopher S. Anulewicz
Christopher S. Anulewicz
Georgia Bar No. 020914

Exhibit A

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

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ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney
for the Macon Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC, *et al.*

Defendants *in rem.*

CIVIL ACTION

FILE NO. 15CV63661

CONSENT ORDER AUTHORIZING SALE OF ASSETS OF SUDAMA RESORTS, LLC

The Court having reviewed and considered the Receiver John F. Kennedy's Emergency Motion for Approval to Sell the Assets of Defendant Sudama Resorts, LLC ("Sudama"), and both the Plaintiff and the owners of Sudama, Defendants Sandip Patel and Rohini Patel, having agreed to the Receiver's request for authorization to sell certain assets of Sudama, AND

The Plaintiff and the Defendants *in personam* Sandip Patel, Rohini Patel, Nishita Patel, and Sudama Resorts, LLC and related Defendants *in rem* U.S. Currency, Real Property, and Personal Property (collectively referred to as the "Sudama Defendants") having entered into a settlement agreement (the "Settlement Agreement"), which is attached hereto as Exhibit "A",

It is hereby ORDERED that the Receiver is authorized to sell certain assets of Sudama in accordance with the following terms and conditions:

1. The Receiver's pre-arranged auction/sale date for Sudama's assets being set for May 11, 2017, the Receiver is hereby authorized to conduct his auction/sale on that date for the following Sudama assets:

- A. Sudama's Class B COAM Master License;
- B. Sudama's contracts with convenience stores in the state of Georgia; and
- C. Sudama's 76 COAMs located within those convenience stores where Sudama is still actively doing business.

The Receiver shall accept no less than \$1,000,000.00 for these Sudama assets.

2. Depending on the amounts bid at the auction/sale for the Sudama assets noted above, the Receiver, after consultation with the Sudama Defendants, is authorized to conduct his auction/sale for the following additional Sudama assets:

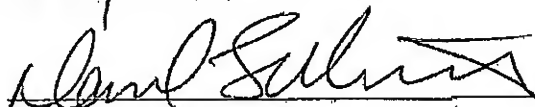
- A. All remaining COAMs owned by Sudama, which are stored at Sudama's warehouse in Forest Park, Georgia;
- B. Sudama's warehouse, and all furniture, fixtures, and equipment therein, located in Forest Park, Georgia; and
- C. Sudama's ten (10) automobiles.

3. Within five (5) days of the completion of the auction/sale of Sudama's assets, the Receiver shall submit the winning purchaser(s) name and contact information to the Plaintiff and to the Georgia Lottery Corporation for approval as necessary. The Georgia Lottery Corporation shall have the sole discretion to approve the winning purchaser of Sudama's Class B COAM Master License. The Plaintiff shall have the sole discretion to approve the winning purchaser(s) of the remaining Sudama assets, although the Plaintiff's approval of the winning purchaser(s) shall not be unreasonably withheld.

4. Within five (5) days of the Plaintiff and the Georgia Lottery Corporation's approval of the winning purchaser(s), the closing of the sale shall occur at which time the

winning purchaser(s) shall deposit the balance of the full purchase price, in certified funds, with the Receiver.

SO ORDERED, this 8th day of May, 2017.



DAVID L. MINCEY, III
Judge, Superior Court of Bibb County
Macon Judicial Circuit

Consented to by:

Plaintiff

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
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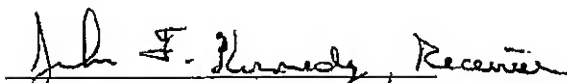
Defendants Sandip Patel, Rohini Patel, Nishita Patel, and Sudama Resorts, LLC



Edward T.M. Garland
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Kristen Wright Novay
Georgia Bar No. 742762

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Receiver



John F. Kennedy, Receiver
Georgia Bar No. 414830
James-Bates-Brannan-Groover-LLP
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Telephone (478) 742-4280

Exhibit B

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE
Carrie Wilson
2017 MAY -8 PM 4:01

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants,

CIVIL ACTION

FILE NO. 15CV63661

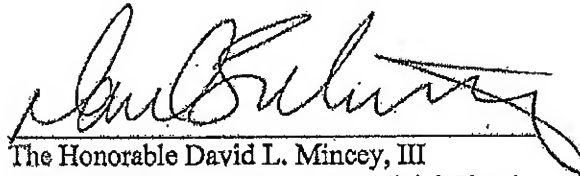
ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS SANDIP PATEL, ROHINI PATEL, NISHITA PATEL, SUDAMA
RESORTS, LLC AND RELATED U.S. CURRENCY,
PERSONAL PROPERTY AND REAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the Plaintiff and Defendants Sandip Patel, Rohini Patel, Nishita Patel, Sudama Resorts, LLC and related property in the above-styled case on May 8, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.


The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 7 day of May, 2017.



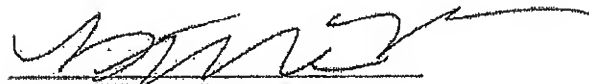
The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:



Michael G. Lambros *David C. Cooce*
Georgia Bar No. ~~432113~~ 684594
Special Assistant District Attorney
Macon Judicial Circuit

Consented to as to form by:



Kristen Wright Novay
Georgia Bar No. 742762
Attorney for Defendants

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE
Grant Miller
2017 MAY -8 PM 4:01

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS SANDIP PATEL, ROHINI PATEL, NISHITA PATEL, SUDAMA RESORTS,
LLC, and related U.S. CURRENCY, AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 8 day of May, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Sandip Patel, Rohini Patel, Nishita Patel and Sudama Resorts, LLC and related Defendants *in rem* U.S. Currency, Real Property and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and the Uniform Civil Forfeiture Procedure Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. PAYMENTS BY DEFENDANTS

(a) Sudama Resorts, LLC shall forfeit the sum of One Million Six-Hundred and Fifty Thousand Dollars (\$1,650,000.00) to the State pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the Forfeited Amount").

(b) Sudama Resorts, LLC shall, in addition to paying the Forfeited Amount, pay the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Plaintiff to be applied toward its costs, including but not limited to, attorneys' fees, expert fees, accountants' fees, and other expenses incurred in bringing and litigating this action. It is expressly agreed and understood that this \$350,000.00 is in addition to and is not part of the Forfeited Amount.

(c) The payments by the Defendant Sudama, LLC shall be made as follows:

(i) The sum of Five Hundred Thousand Dollars (\$500,000.00) shall be paid to the State from funds in the receivership estate and shall be made by the Receiver to the State no later than five (5) days from the date of entry of the Court's Order approving this Settlement Agreement.

(ii) The balance of the Forfeited Funds shall be paid by the Defendants to the Plaintiff under the procedure set forth in section 2. below. The payment of the hereinabove sum shall be obligation of Sudama Resorts, LLC, except as specifically provided herein, and are not being paid for the benefit of any other Defendant. Plaintiff agrees to release any lien or waive any claim to Defendants' property if such property is needed for the Defendants to secure the funds to pay any balance due. Once full payment is made, Plaintiff agrees to release any and all liens and any and all claims to Defendants' property, except as provided herein. If the sale proceeds of the Sudama Assets exceed the funds due to the Plaintiff, after the payment of all fees to the receiver and taxes due while under the receivership, then the excess funds from the estate shall be paid to Garland, Samuel and Loeb, P.C. within 5 days of payment of the full balance to the Plaintiff.

2. SALE OF CERTAIN ASSETS OF DEFENDANT SUDAMA RESORTS, LLC

(a) The Receiver shall auction only the following assets of Defendant Sudama Resorts, LLC ("Sudama"): COAM Master License and Location Contracts as well as the COAM machines associated with said Locations (collectively the "Sudama Assets") for no less than \$1,000,000.00. Such auction shall take place on May 11, 2017 and shall be conducted in a similar manner in which the Georgia Lottery Corporation conducts its auctions of COAM Master License. The Sudama Assets shall be sold to the highest bidder and purchased in an "as is" condition. Defendants have the option to have the Receiver auction additional Sudama Assets at the auction. Except that the Receiver will auction any property mandated by law or rule that must and can only be sold by a Master License Holder. Any remaining items that are retained by the Receiver that are part of the Sudama assets that are not auctioned off shall be returned to the Defendant within 5 days after the auction. Fifteen (15) gambling machines seized by Law

Enforcement will be maintained the State until the final disposition of this action or any related criminal action, at which time the machines will be released to the Defendant as provided herein.

(b) Once the sale of the Sudama Assets is completed and the transfer of the Master License to the purchaser is approved by the Georgia Lottery Corporation, the Receiver shall pay to the State the balance of the total Forfeited Amount and cost payable under this agreement, if the sale realizes sufficient funds to fund the balance. If the sale proceeds of the Sudama Assets are insufficient to pay the full balance due to the State then the Defendants, Sandip Patel, Rohini Patel, Nishita Patel and Sudama Resorts, LLC, shall have Ninety (90) days from notice by the Plaintiff requesting payment of any balance due to pay the balance.

(c) Once the sale of the Sudama Assets is completed and the transfer of the Master License to the purchaser is approved by the Georgia Lottery Corporation the State agrees and warrants that it will no longer enforce the provisions contained in settlement agreements with other Defendants prohibiting those Defendants from doing business with Sudama, and agrees and warrants that it will not make this prohibition a condition of future settlement agreements with remaining Defendants in this matter.

3. PROHIBITION AS TO DEFENDANTS REGARDING ELECTRONIC GAMING MACHINES

Defendants Sudama Resorts, LLC, Sandip Patel, Rohini Patel and Nishita Patel are permanently enjoined and barred from conducting any business, directly or indirectly, of whatever kind or having any interest of any kind or nature in any electronic gaming machine or COAM which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case within the State of Georgia.

4. POTENTIAL TAX LIABILITY

Defendants are responsible for any outstanding income tax obligation owed by them, if any, and they further agree that no portion of the Forfeited Amount as set out in this Agreement will be used for and is not payment toward any tax liability or potential tax liability directly associated with each of them. None of the proceeds from the sale of the Sudama Assets are to be used to pay on any potential tax liability on behalf of the Defendant.

5. DEFENDANTS' FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs.

6. RECEIVER'S FEES AND COSTS

Payment of all the Receiver's fees and costs owed shall be paid out of the receivership estate. Should there be insufficient funds in the Receivership Estate to cover the Receiver's fees and costs the Defendants will be responsible for such payment.

7. COOPERATION BY THE DEFENDANTS

Defendants shall cooperate fully with the State related to their involvement and participation in the RICO Enterprise as set-forth in the Complaint.

8. COURT APPROVAL

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

9. VIOLATION OF AGREEMENT

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written

notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked. Further the Court shall have the authority to forfeit to the State all assets and property subject to the action related to the Defendants.

10. REPRESENTATIONS AND WARRANTIES

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past,

present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint.

11. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.

- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:


Michael G. Lambros
Special Assistant District Attorney

1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:
Edward T. M. Garland
Garland, Samuel & Loeb, P.C.
3151 Maple Drive
Atlanta, GA 30365
etg@gsllaw.com

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

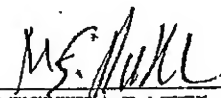
FOR PLAINTIFF:
K. David Cooke, Jr.
District Attorney

By: 
~~Michael G. Lambros~~ David Cooke
~~Special Assistant District Attorney~~
Macon Judicial Circuit
Georgia Bar No. ~~432113~~ 184554

FOR DEFENDANTS:


SANDIP PATEL


SUDAMA RESORTS, LLC
By its Managing Member Sandip Patel

 with express consent
NISHITA PATEL

Rohini Patel with express consent
ROHINI PATEL

Exhibit C

6/19/2017
10:00 AM

The Lambros Firm, LLC
Funds with Running Balances

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Client / Account Name	Date	Type	Description	Value	Balance
Ending Balance					200.00
Macon - Sudama / Default					
Beginning Balance					0.00
	4/12/2016	DEP	Deposit to account - Bank of Lee County - Cashier's check - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Cashier's Check No. 5784	5000.00	5000.00
	4/12/2016	DEP	Deposit to account - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Kapil Angira's Check No. 105	25000.00	30000.00
	4/13/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Bakabhai Patel and Vishal Patel, AG 2012 Inc.	45000.00	75000.00
	4/15/2016	DEP	Deposit to account - Miles Hansford & Tallant, LLC - Weynsheet Afework and North Decatur C-Store. Check No. 2539	25000.00	100000.00
	4/19/2016	PAYF	Payment from account - \$10,000.00 (Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store); \$10,000.00 Bakabhai and Vishal Pate, AG 2012, Inc.; \$25,000.00 Weynsheet Afework, North Decatur C-Store - The Lambros Firm - bank transfer.	(45000.00)	55000.00
	5/3/2016	DEP	Deposit to account - Spivey Pope Green & Greer, LLC Receivership Account - for Heet & Meshwa. Check No. 282	90000.00	145000.00
	5/3/2016	DEP	Deposit to account - North Decatur C-Store - 1st Installment. Check No. 1792	25000.00	170000.00
	5/4/2016	PAYF	Payment from account - on balance - transfer funds from IOLTA to Operating. - costs on Heet & Meshwa.	(15000.00)	155000.00
	5/5/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Om Shiv Shakti Namah LLC \$25,000; Priya \$25,000.00.	50000.00	205000.00
	6/2/2016	DEP	Deposit to account - North Decatur C-Store. Check No. 1821	25000.00	230000.00
	6/6/2016	DEP	Deposit to account - wire transfer from Burke Lasseter, LLC - \$25,000.00 on Priya and \$25,000.00 on Om Shiv Shakti Namah LLC.	50000.00	280000.00
	6/15/2016	DEP	Deposit to account - Coxen & Worthington LLC - West Point Corner Store, LLC settlement.. Check No. 1471	90000.00	370000.00
	6/27/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #33974 - \$35,000.00 on AG 2012, Inc. d/b/a C&B Store, Bakabhai Patel, Vishal Patel; \$75,000.00 on Heet & Meshwa, LLC d/b/a Shell Food Mart, Hetalben K. Patel; \$20,000.00 on United	(205000.00)	165000.00

6/19/2017
10:00 AM

The Lambros Firm, LLC
Funds with Running Balances

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Client / Account Name Date	Type	Description	Value	Balance
		Petro of GA, Inc. d/b/a Kountry Restaurant, United Petroleum of GA, Inc. d/b/a Kountry Restaurant, Kapil Angira, Aklim Pervin; \$25,000.00 on Om Shiv Shakti Namah, LLC d/b/a Marshallville Stop & Shop, Sachit Patel; \$25,000.00 on Priya S. Inc. d/b/a Marshallville Quick Stop, Shanta Patel; \$25,000.00 on North Decatur C-Store, Inc. d/b/a Texaco Food Mart, Weynshet Afework. CHECK WAS CUT ON 6/27 FOR HAND DELIVERY. WAS NOT DELIVERED. COVER LETTER AND CHECK SENT VIA FEDEX ON 7/11.		
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Jai Madi, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs.. Check No. 1478	45000.00	210000.00
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Dipen, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs. . Check No. 1479	45000.00	255000.00
7/1/2016	DEP	Deposit to account - North Decatur C Store - 4th payment. Check No. 1845	25000.00	280000.00
7/5/2016	DEP	Deposit to account - Om Shiv Shakti Namah LLC - wire transfer	25000.00	305000.00
7/5/2016	DEP	Deposit to account - Priya S Inc. - wire transfer	25000.00	330000.00
7/11/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3404 - forfeited funds from Om Shiv Shakti Namah, LLC, Priya S., Inc., and North Decatur C-Store, Inc.	(150000.00)	180000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - Dipen \$10,000 costs; Jai Madi \$10,000 costs - transfer from IOLTA to Operating.	(20000.00)	160000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - costs on West Point Corner Store	(15000.00)	145000.00
7/20/2016	DEP	Deposit to account - Coxen & Worthington LLC - Diya 1, LLC settlement. Check No. 1490	45000.00	190000.00
7/28/2016	PAYF	Payment from account - \$10,000 Diya costs.	(10000.00)	180000.00
7/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3413	(180000.00)	0.00
8/10/2016	DEP	Deposit to account - Spivey Pope Green & Greer LLC - Shree Gayatri - partial payment toward \$55,000.00 settlement and/or \$15,000.00 costs. Check No. 3078	20000.00	20000.00
8/11/2016	DEP	Deposit to account - Coxen & Worthington LLC - Shree Radhe Govind Corp. settlement funds. Check No. 1500	90000.00	110000.00
8/24/2016	PAYF	Payment from account - The Lambros Firm - costs on Shree Radhe Govind Corporation.	(15000.00)	95000.00
8/29/2016	WITH	Withdrawal from account - The Lambros Firm, LLC - Shree Gayatri costs - bank transfer	(15000.00)	80000.00
9/19/2016	DEP	Deposit to account - Kapil Angira-United Petroleum of GA, Inc. d/b/a Kountry Restaurant. Check No. 108	15000.00	95000.00

6/19/2017
10:00 AM

The Lambros Firm, LLC
Funds with Running Balances

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Client / Account Name

Date	Type	Description	Value	Balance
9/26/2016	DEP	Deposit to account-Burke Lasseter - Easy Corporation (\$35,000) plus costs (\$10,000) - wire transfer	45000.00	140000.00
9/28/2016	PAYF	Payment from account - bank transfer - The Lambros Firm - Easy Corporation costs	(10000.00)	130000.00
9/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - \$15,000 on United Petro fo GA, Inc. and \$75,000.00 on Shree Radhe Govind Corporation - check #3421.	(90000.00)	40000.00
11/4/2016	DEP	Deposit to account - Nazir Mart - 1st of 5 \$5,000 installments per Settlement Agreement. Check #3232	5000.00	45000.00
11/4/2016	DEP	Deposit to account-Nazir Ahmad - \$20,000.00 forfeited funds per settlement agreement. Check No. 2141	20000.00	65000.00
11/10/2016	DEP	Deposit to account - Nazir Ahmed - Cashier's check to replace check #2141 that was returned NSF.	20000.00	85000.00
11/16/2016	PAYF	Payment from account-Nazir Ahmad costs - check #3430	(10000.00)	75000.00
11/29/2016	WITH	Withdrawal from account-Bibb County District Attorney - check #3436 - Nazir Ahmed	(35000.00)	40000.00
12/19/2016	DEP	Deposit to account-Dimpy Patel - Fees. Check No. 313	50000.00	90000.00
12/22/2016	PAYF	Payment from account	(30000.00)	60000.00
12/22/2016	PAYF	Payment from account	(20000.00)	40000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington for AK 138-settlement proceeds.. Check No. 1532	15000.00	55000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington-Shree Gayatri Enterprises-Hetal Patel-settlement proceeds. Check No. 1531	29888.33	84888.33
2/24/2017	PAYF	Payment from account-The Lambros Firm, LLC-transfer funds	(15000.00)	69888.33
3/8/2017	WITH	Withdrawal from account	(69888.33)	0.00
4/6/2017	DEP	Deposit to account-Farishta-1st payment on settlement.. Check No. 1630 (BEGIN FIDELITY IOLTA ACCOUNT)	5000.00	5000.00
4/6/2017	DEP	Deposit to account-AK 138 LLC-partial settlement.. Check No. 2256	15000.00	20000.00
4/12/2017	DEP	Deposit to account-Noorali Investment, Inc.-Payment #1. Check No. 1012	5000.00	25000.00
4/12/2017	DEP	Deposit to account-Farishta/Azeez Farishta-Diamond Enterprises-Payment #2. Check No. 1624	5000.00	30000.00
4/12/2017	DEP	Deposit to account-Amin Meghjani/DilshadMeghjani-Diamond Jubilee-Settlement Payment.. Check No. 2140	5000.00	35000.00
4/12/2017	DEP	Deposit to account-God's Blessings d/ba/ Woolsey Chevron Foodmart-payment #1. Check No. 3023	5000.00	40000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1534	75000.00	115000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1535	37450.00	152450.00

6/19/2017
10:00 AM

The Lambros Firm, LLC
Funds with Running Balances

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Client / Account Name Date	Type	Description	Value	Balance
4/19/2017	PAYF	Payment from account-Noorali Investment, Inc.,; Azeez Farishta; Amin Meghjani; God's Blessings - \$5,000.00 each.	(20000.00)	132450.00
4/19/2017	PAYF	Payment from account-Dimpy Defendants.	(100000.00)	32450.00
4/26/2017	DEP	Deposit to account-God's Blessings-payment #1. Check No. 3059	5000.00	37450.00
4/26/2017	DEP	Deposit to account-Noorali Investment Inc. - Payment #2. Check No. 1013	5000.00	42450.00
4/26/2017	DEP	Deposit to account-Amba Mata2/Mital Patel-Forfeit and costs. Check No. 1043	35000.00	77450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dimpy Defendants. Check No. 1538	70000.00	147450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dahi Mahi, Inc. d/b/a Rocky's Food Mart; Dahi Mahi, Inc. d/b/a Exxon Food Mart; Madhu Prabhu d/b/a BP South; Mahi Shahi, Inc. d/b/a Rocky's Food Mart; Shahi Aarav, Inc. d/b/a Rocky's Food Mart; Bipinkumar Patel-\$30,000 costs. Check No. 1546	30000.00	177450.00
5/5/2017	WITH	Withdrawal from account-Bibb County District Attorney-check #3001-Amba Mata2	(25000.00)	152450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Amba Mata2	(10000.00)	142450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Dahi Mahi (Sparta)	(30000.00)	112450.00
5/12/2017	DEP	Deposit to account-Farishta/Diamond Enterprises. Check No. 1634	5000.00	117450.00
5/15/2017	DEP	Deposit to account - Sandip Patel - wire transfer from Receiver	500000.00	617450.00
5/18/2017	DEP	Deposit to account-Collier & Gamble-Kintan . Check No. 21891	30000.00	647450.00
5/24/2017	DEP	Deposit to account - God's Blessing, Inc. - Payment #2. Check No. 3090	5000.00	652450.00
5/24/2017	DEP	Deposit to account - Noorali Investment Inc. - Payment #2. Check No. 1014	5000.00	657450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - God's Blessing, Inc. d/b/a Woolsey Chevron Food Mart, Amin Meghjani - check #3002	(10000.00)	647450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Kintan 1, Inc. d/b/a SK Foods; Kintan, Inc. db/a Alstone Trading Company; Kintan 3, Inc. d/b/a Smithville Supermarket, Kintankumar Patel, Nishaben Ashokumar Plhawala - check #3002	(30000.00)	617450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - AK 138, LLC d/b/a AK Grocery, Asutosh Barot - check #3002	(15000.00)	602450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Diamond Enterprises US, Inc. d/b/a Tobacco Emporium, Azeez Farishta - check #3002	(5000.00)	597450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Noorali Investment, Inc. d/b/a Shell Food Mart, Amin Meghjani - check #3002	(10000.00)	587450.00

6/19/2017
10:00 AM

The Lambros Firm, LLC
Funds with Running Balances

Page 7

Client / Account Name Date	Type	Description	Value	Balance
5/31/2017	WITH	Withdrawal from account-transfer funds from IOLTA to Operating to apply to bill.	(200000.00)	387450.00
6/1/2017	DEP	Deposit to account-Coxen & Worthington LLC-payment on Dimpy Defendants settlement.. Check No. 1551	126000.00	513450.00
6/6/2017	DEP	Deposit to account-HHC Mart, LLC dba Econo Mart-1st of 15 installments. Check No. 2347	1000.00	514450.00
6/15/2017	DEP	Deposit to account-Rocky's FM settlement. Check No. 1552	5744.50	520194.50
6/15/2017	DEP	Deposit to account-Dahi Mahi settlement. Check No. 1553	5745.00	525939.50
6/15/2017	DEP	Deposit to account-H & H Deli settlement. Check No. 1554	12766.00	538705.50
6/15/2017	DEP	Deposit to account-Rod's Stop & Shop settlement. Check No. 1555	5744.50	544450.00
Ending Balance				<u>544450.00</u>

Exhibit D

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2016 APR 21 PM 1:23

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA ex rel. K. DAVID
COOKE, JR., District Attorney for the
Macon Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC located at
345 THIRD STREET, FOREST PARK,
CLAYTON COUNTY, GEORGIA 30297,
et al.,

Defendants.

CIVIL ACTION

FILE NO. 15-CV-63661

AMENDED ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN
PLAINTIFF AND DEFENDANTS KAPIL ANGIRA, AKLIM PERVIN, UNITED
PETRO OF GA, INC. d/b/a KOUNTRY RESTAURANT, UNITED PETROLEUM OF
GA, INC. d/b/a KOUNTRY RESTAURANT, U.S. CURRENCY AND PERSONAL
PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on April 5, 2016, a copy of which is attached hereto as Exhibit "A",¹ is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

¹ The Court is filing this amended order because the first order did not have the settlement agreement attached.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 21st day of April, 2016

A handwritten signature in black ink, appearing to read 'T. Self, III', written over a horizontal line.

TILMAN E. SELF, III, CHIEF JUDGE
BIBB COUNTY SUPERIOR COURT
MACON JUDICIAL CIRCUIT

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS KAPIL
ANGIRA, AKILM PERVIN, UNITED PETRO OF GA, INC. d/b/a KOUNTRY
RESTAURANT, UNITED PETROLEUM OF GA, INC. d/b/a KOUNTRY
RESTAURANT, U.S. CURRENCY AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 5th day of April, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Kapil Angira, Akilim Pervin, United Petro of Ga, Inc. d/b/a Kountry Restaurant, United Petroleum of Ga, Inc. d/b/a Kountry Restaurant and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. FORFEITURE

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff as follows:

- a) \$20,000.00 will be paid on the execution of this Settlement Agreement;
- b) The \$15,000.00 balance will be paid on or before September 1, 2016;
- c) Should Defendant business be sold by the Defendants all payments due under this Settlement Agreement will be paid upon such sale.

2. PROHIBITION AS TO ELECTRONIC GAMING MACHINES

The Defendants are permanently enjoined and barred from obtaining a Coin Operated Amusement Machine ("COAM") license in the State of Georgia to conduct any business related

to COAMS in the Macon Judicial Circuit. This provision shall not act as a prohibition barring future owners of the businesses and stores which are parties to this action who are not named Defendants from conducting business related to COAMs.

3. POTENTIAL TAX LIABILITY

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. PLAINTIFF'S FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make such payment upon the execution of this Settlement Agreement.

6. RECEIVERSHIP

The Receivership Order shall stay in full force and effect until such time as the Defendants have fully complied with the terms under this Settlement Agreement. Defendants shall pay all outstanding Receivership fees and costs upon the execution of this Settlement

Agreement. All future Receivership fees and costs shall be paid by the Defendants within five (5) days from receipt of any invoice for such submitted by the Receiver to the Defendants.

7. COURT APPROVAL

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. VIOLATION OF AGREEMENT

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. REPRESENTATIONS AND WARRANTIES

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred

voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather

shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.

- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Mark Brimberry
Attorney for Defendants
P.O. Box 1085
Albany, Georgia 31702-1085

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

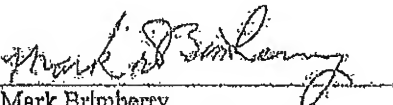
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No: 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:



Mark Brimberry
Georgia Bar No. 082410
Attorney for Defendants *in personam* Kapil Angira, Aklim Pervin,
United Petro of Ga, Inc, d/b/a Kountry Restaurant, United
Petroleum of Ga, Inc, d/b/a Kountry Restaurant and Defendants *in*
rem U.S. Currency and Personal Property

Exhibit E

FILED
CLERK'S OFFICE

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

2016 APR -7 AM 11:06

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION


FILE NO. 15CV63661

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS BAKABHAI PATEL, YISHAL PATEL, AND AG 2012, INC. d/b/a C&B
STORE, U.S. CURRENCY AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on March 31, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

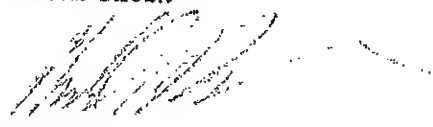
The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 5 day of April, 2016.


TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

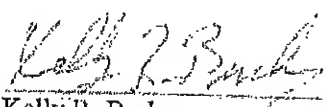
Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:


Kelly R. Burke *w/express permission*
Georgia Bar No. 095613 *by MG Lambros*
Attorney for Defendants

Burke Lasseter, LLC
2006 Karl Drive
Suite 100
Warner Robins, GA 31088
kelly@burkelasseterllc.com

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
BAKABHAI PATEL, VISHAL PATEL AND AG 2012, INC. d/b/a C&B STORE, U.S.
CURRENCY, AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 31st day of March, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Bakabhai Patel, Vishal Patel and AG 2012 d/b/a C&B Store and Defendants *in rem* U.S. Currency and Personal Property located at C & B Store located at 402 Fredonia Church Rd, Barnesville, Lamar County, Georgia 30204 (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. FORFEITURE

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

Defendants further forfeit to the State all personal property including cash that was seized by Law Enforcement pursuant to a search warrant executed on or about November 20, 2014 at the Defendants' place of business located at 402 Fredonia Church Road, Barnesville, Georgia.

2. PROHIBITION AS TO ELECTRONIC GAMING MACHINES

The Defendants are permanently enjoined and barred from obtaining a Coin Operated Amusement Machine ("COAM") license in the State of Georgia to conduct any business related to COAMS in the Macon Judicial Circuit. This provision shall not act as a prohibition barring future owners of the businesses and stores which are parties to this action who are not named Defendants from conducting business related to COAMs.

3. POTENTIAL TAX LIABILITY

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. PLAINTIFF'S FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make such payment to the Plaintiff within five (5) days from the date of entry of the Order Approving Settlement.

6. COURT APPROVAL

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. VIOLATION OF AGREEMENT

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. REPRESENTATIONS AND WARRANTIES

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective

legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for

attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future

partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

(c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.

(d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.

(e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

(f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.

(g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.

(h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Kelly R. Burke
2006 Karl Drive
Suite 100
Warner Robins, GA 31088
kelly@burkelasseterllc.com

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney,
Macon Judicial Circuit

FOR DEFENDANTS:

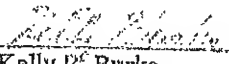
by Ketan Patel
with express permission

Kelly R. Burke
Georgia Bar No. 095613
Attorney for Defendants

Exhibit F

FILED
CLERK'S OFFICE

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

2016 APR -7 AM 11:07

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

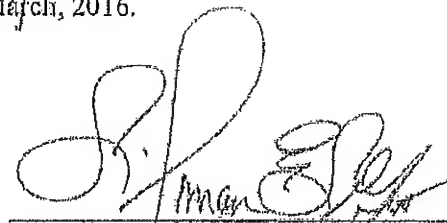
ERICA WOODARD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS WEYNSHET AFEWORK, NORTH DECATUR C-STORE, INC. d/b/a
TEXACO FOOD MART, U.S. CURRENCY AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on March 30th, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

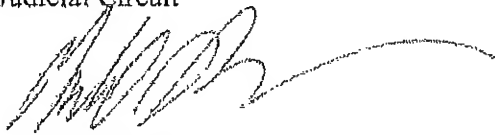
SO ORDERED this 5 day of April, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

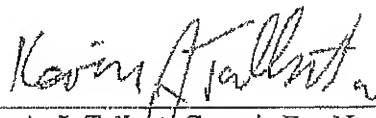
K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:


Kevin J. Tallant, Georgia Bar No. 696690 *by MGLambros*
Lauren Giles, Georgia Bar No. 095880
Attorneys for Defendants

Miles Hansford & Tallant, LLC
202 Tibble Gap Road, Suite 200
Cumming, Georgia 30040

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
WEYNSHET AFEWORK; NORTH DECATUR C-STORE, INC. d/b/a TEXACO FOOD
MART; U.S. CURRENCY; AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 30th day of March, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Weynshet Afework and North Decatur C-Store, Inc. d/b/a Texaco Food Mart located at 2832 N. Decatur Road, Decatur, Georgia 30033 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$75,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff in three \$25,000.00 consecutive monthly payments. The first such payment shall be due April, 30, 2016, the second on May 30, 2016 and the third on June 30, 2016.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. POTENTIAL TAX LIABILITY

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY

Within sixty (60) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. PLAINTIFF'S FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$25,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make such payment to the Plaintiff on or before March 30, 2016.

7. COURT APPROVAL

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. VIOLATION OF AGREEMENT

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. REPRESENTATIONS AND WARRANTIES

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The

Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Kevin J. Tallant, Esq.
Lauren Giles, Esq.
Miles Hansford & Tallant, LLC
202 Tibble Gap Road, Suite 200
Cumming, Georgia 30040

... IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:



Kevin J. Tallant, Georgia Bar No. 696690
Lauren Giles, Georgia Bar No. 095880
Attorney for Defendants *in personam*
North Decatur C-Store Inc. d/b/a Texaco Food Mart
and Weynshet Afework and Defendants *in rem*
U.S. Currency and Personal Property

Exhibit G

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

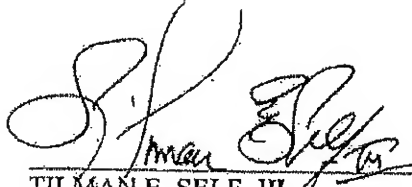
FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS HETALBEN K. PATEL, HEET & MESHWA, LLC d/b/a SHELL FOOD
MART, U.S. CURRENCY AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on March 31, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.


The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 13 day of April, 2016.


TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

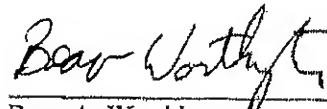
Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:


Beau A. Worthington
Georgia Bar No. 542511
Attorney for Defendants
*sgre w/express permission
by MG Lambros*

Coxen & Worthington, LLC
5109 Highway 278, NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
HETALBEN K. PATEL, HEET & MESHWA, LLC d/b/a SHELL FOOD MART, U.S.
CURRENCY AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 31st day of March, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Hetalben K. Patel and Heet & Meshwa, LLC d/b/a Shell Food Mart, and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$75,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within ten (10) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from obtaining a Coin Operated Amusement Machine ("COAM") license in the State of Georgia to conduct any business related to COAMS in the Macon Judicial Circuit. This provision shall not act as a prohibition barring future owners of the businesses and stores which are parties to this action who are not named Defendants from conducting business related to COAMs.

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$15,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make such payment to the Plaintiff within ten (10) days from the date of entry of the Order Approving Settlement.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or

default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) **Representations.** The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein,

concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil

action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.

- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington
Attorney for Defendants
5109 Highway 278, NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

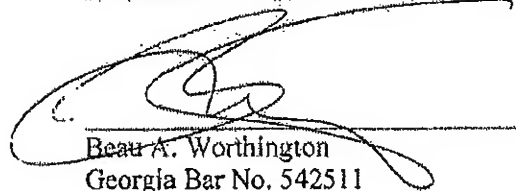
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:

A large, stylized handwritten signature in black ink, appearing to read 'Beau A. Worthington', is written over a horizontal line.

Beau A. Worthington
Georgia Bar No. 542511

Attorney for Defendants *in personam*
Hetalben Patel and Heet & Meshwa, LLC
d/b/a Shell Food Mart and Defendants *in rem*
U.S. Currency and Personal Property

Exhibit H

Ramela S. Hamm

FILED
CLERK'S OFFICE

2016 MAY 24 PM 1:30

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS SAMIR PATEL; DIPEN, LLC d/b/a
CONYERS FOOD MART; U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 23 day of May, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

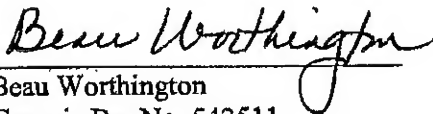
K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS SAMIR PATEL; DIPEN, LLC d/b/a CONYERS FOOD MART;
U.S. CURRENCY; AND PERSONAL PROPERTY**

This Settlement Agreement is made and entered this 13th day of ^{MAY}~~April~~, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Samir Patel and Dipen, LLC d/b/a Conyers Food Mart located at 1400 Old Conyers Road, Stockbridge, GA 30281 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall,

in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement

Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: Michael G. Lambros
Michael G. Lambros *sl w/ permission*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:

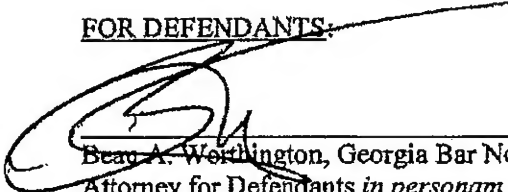

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Samir Patel and Dipen, LLC; and
Defendants *in rem* U.S. Currency and Personal Property

Exhibit I

Pamela B. Hamme

FILED
CLERK'S OFFICE

2016 MAY 24 PM 1:30

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

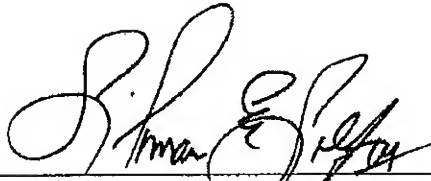
FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS SAMIR PATEL; JAI MADI, LLC d/b/a
SUNNY FOOD MART; U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

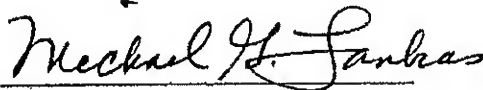
SO ORDERED this 23 day of May, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

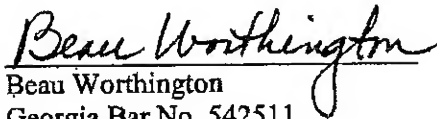
K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS SAMIR PATEL; JAI MADI, LLC d/b/a SUNNY FOOD MART;
U.S. CURRENCY; AND PERSONAL PROPERTY**

This Settlement Agreement is made and entered this 13th day of ~~April~~ ^{MAY}, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Samir Patel and Jai Madi, LLC d/b/a Sunny Food Mart located at 300 N Hwy 29, Hogansville, GA 30230 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall,

in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement

Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

(b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

(c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) **Waiver.** The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) **Construction.** The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) **Amendments.** This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

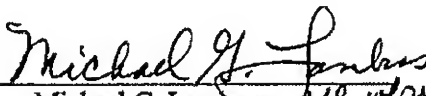
For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 
Michael G. Lambros *all w/ permission*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:

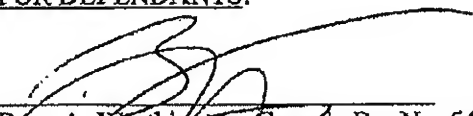

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Samir Patel and Jai Madi; and
Defendants *in rem* U.S. Currency and Personal Property

Exhibit J

Patricia S. Hamm

FILED
CLERK'S OFFICE

2016 MAY 24 PM 1:30

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS ASHABEN PATEL;
WEST POINT CORNER STORE, LLC d/b/a WEST POINT CORNER STORE;
U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

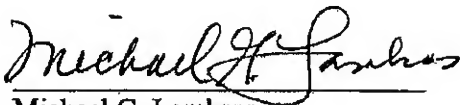
SO ORDERED this 23 day of May, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS ASHABEN PATEL; WEST POINT CORNER STORE, LLC d/b/a WEST
POINT CORNER STORE; U.S. CURRENCY; AND PERSONAL PROPERTY**

This Settlement Agreement is made and entered this 13th day of May, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Ashaben Patel and West Point Corner Store, LLC d/b/a West Point Corner Store located at 607 4th Avenue, West Point, GA 31833 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. FORFEITURE

The sum of \$75,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$15,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) **Representations.** The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) **No Assignment.** The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby

represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) **Waiver.** The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) **Construction.** The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) **Amendments.** This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: Michael G. Lambros
Michael G. Lambros *by permission*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:

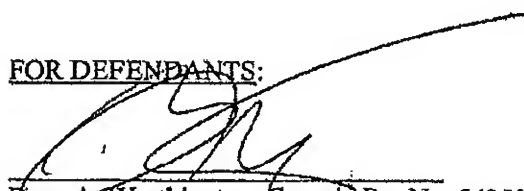

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Ashaben Patel and West Point Corner Store, LLC; and
Defendants *in rem* U.S. Currency and Personal Property

Exhibit K

Pamela S. Hamme

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2016 MAY 24 PM 1:30

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS TUSHAR PATEL; DIYA 1, LLC d/b/a RAJ FOOD MART;
U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

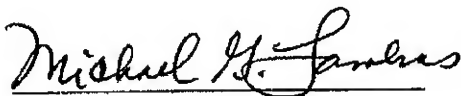
SO ORDERED this 23 day of May, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS TUSHAR PATEL; DIYA 1, LLC d/b/a RAJ FOOD MART;
U.S. CURRENCY; AND PERSONAL PROPERTY**

This Settlement Agreement is made and entered this 13th day of ~~April~~ ^{May} 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Tushar Patel and Diya 1, LLC d/b/a Raj Food Mart located at 4475 N Henry Blvd, Stockbridge, Georgia 30281 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall,

in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement

Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) **Waiver.** The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) **Construction.** The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) **Amendments.** This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: Michael G. Lambros
Michael G. Lambros *pl w/ permission*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:

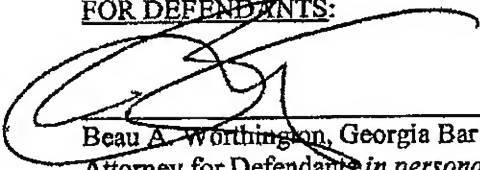

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Tushar Patel and Diya 1, LLC; and
Defendants *in rem* U.S. Currency and Personal Property

Exhibit L

Pamela S. Hamm

FILED
CLERK'S OFFICE

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

2016 MAY 24 PM 1:29
ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

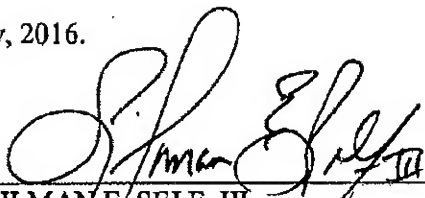
FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS DHARMESHKUMAR D. PATEL;
SHREE RADHE GOVIND CORPORATION d/b/a CITGO FOOD MART;
U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

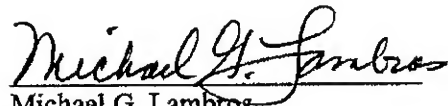
The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 23 day of May, 2016.


TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

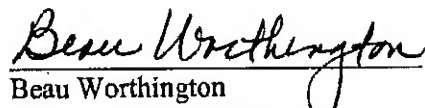
Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:


Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS DHARMESHKUMAR D. PATEL; SHREE RADHE GOVIND
CORPORATION d/b/a CITGO FOOD MART; U.S. CURRENCY; AND PERSONAL
PROPERTY**

This Settlement Agreement is made and entered this 13th day of ~~April~~ ^{MAY} 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Dharmeshkumar D. Patel and Shree Radhe Govind Corporation d/b/a Citgo Food Mart located at 103 Commerce Avenue, LaGrange, GA 30241 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$75,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$15,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) **Representations.** The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) **No Assignment.** The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby

represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) **Waiver.** The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) **Construction.** The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) **Amendments.** This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: Michael G. Lambros
Michael G. Lambros *w/ permission S. Lambros*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS

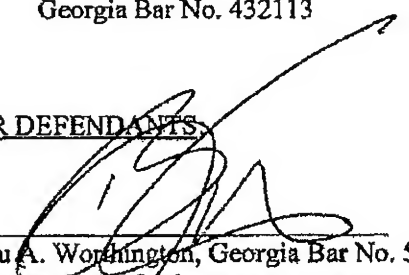

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Dharmeshkumar D. Patel and Shree Radhe Govind Corporation;
and Defendants *in rem* U.S. Currency and Personal Property

Exhibit M

Patricia S. Hamm

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2016 MAY 24 PM 1:30

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661


ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS HETAL PATEL; SHREE GAYATRI EXPRESS, INC. d/b/a
T&A FOOD MART; U.S. CURRENCY; AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 13, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

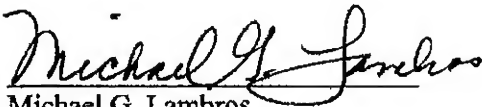
SO ORDERED this 23 day of May, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

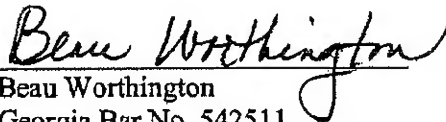
K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau Worthington
Georgia Bar No. 542511
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington GA 30014

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS HETAL PATEL; SHREE GAYATRI EXPRESS, INC. d/b/a T&A FOOD
MART; U.S. CURRENCY; AND PERSONAL PROPERTY**

This Settlement Agreement is made and entered this 13th day of May, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Hetal Patel and Shree Gayatri Express, Inc. d/b/a T&A Food Mart located at 1477 Pio Nono Avenue, Suite 102, Macon GA 31204 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth hereinbelow and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$55,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO DEFENDANT SUDAMA RESORTS, LLC'S ELECTRONIC GAMING MACHINES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **MONITORING**

For a period of eighteen (18) months ("Monitoring Period") from the date of the Court's Order approving this Settlement Agreement, the Defendants agree that:

(a) the Plaintiff or the Plaintiff's designee ("Monitor") may conduct, with or without notice, an inspection of the Defendants' current or successor businesses, which were the subject of Plaintiff's Complaint, during business hours for the purpose of monitoring their compliance with the terms and provisions of this Settlement Agreement. The date, time, and frequency of such inspections shall be in the sole discretion of the Plaintiff; provided, however, that such inspections shall be conducted in a reasonable manner and shall not disrupt the Defendants' legitimate business activities. Defendants shall cooperate with all requests for information requested by the Monitor. The costs and fees associated with monthly monitoring shall not exceed \$1,000 per month unless the Monitor is required to perform additional work as a result of Defendants' failure to comply with the terms and conditions of this Agreement.

(b) Defendants shall not transfer, assign, or sell all or any interest in any of the Business(es) or the assets of any Business(es) described hereinabove during the monitoring period without prior written notification to the Plaintiff of the particulars and details of any such intended transfer, assignment, or sale, including all contracts, agreements and documents related thereto.

(c) As part of any transfer, the monitoring provisions and obligations of this Settlement Agreement shall apply to all of Defendants' subsequent transferees, successors, or assignees.

(d) Nothing herein shall preclude the Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking the provisions herein.

(e) Upon successful completion of the monitoring period, the Plaintiff shall dismiss its Complaint against only the Defendants who are parties to this Settlement Agreement with prejudice.

(f) Defendants shall be responsible for all costs and fees associated with such Monitoring and shall pay all invoices submitted by the Monitor within fifteen (15) days from receipt of such invoice.

4. **POTENTIAL TAX LIABILITY**

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$15,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) **Independent Legal Advice.** Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) **Representations.** The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) **No Assignment.** The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby

represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. **MISCELLANEOUS**

- (a) **Effective Date of This Agreement.** This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) **Waiver.** The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) **Construction.** The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) **Amendments.** This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of

the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

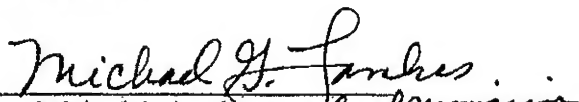
Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By:


Michael G. Lambros *de permission*
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:

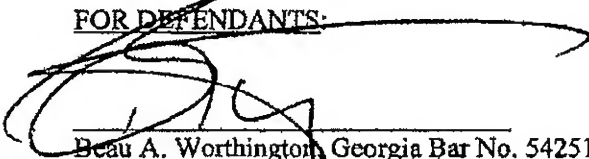

Beau A. Worthington, Georgia Bar No. 542511
Attorney for Defendants *in personam*
Hetal Patel and Shree Gayatri Express; and
Defendants *in rem* U.S. Currency and Personal Property

Exhibit N

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE
2016 SEP -2 AM 10: 56

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

FILED
CLERK'S OFFICE
2016 SEP 15 PM 12: 39
ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

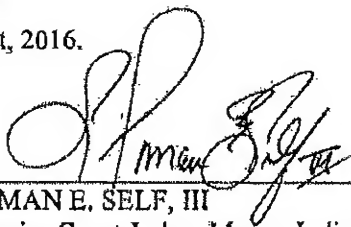
House
Spaca

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND DEFENDANTS SONAL PATEL; EASY CORPORATION d/b/a PHILLIP 66;
U.S. CURRENCY; AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on August 4, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

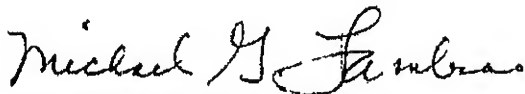
The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 14 day of Aug, 2016.


TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit
Signed with permission by S. Lambros, Esq.

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Kelly R. Burke
Georgia Bar No. 095613
Attorney for Defendants
Signed with permission by S. Lambros, Esq.

Kelly R. Burke, Esq.
2006 Karl Drive
Suite 100
Warner Robins, GA 31088

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS SONAL PATEL; EASY CORPORATION d/b/a PHILLIP 66;
U.S. CURRENCY; AND PERSONAL PROPERTY

This Settlement Agreement is made and entered this 4th day of August, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Sonal Patel and Easy Corporation d/b/a Phillip 66 located at 100 Carolina Avenue, Warner Robins, GA 31093 and Defendants *in rem* U.S. Currency and Personal Property (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff within five (5) days of entry of the Order approving this Agreement.

2. **PROHIBITION AS TO BUSINESS ACTIVITIES**

Defendants *in personam* are permanently enjoined and barred from conducting any business of whatever kind with Defendants Sudama Resorts, LLC, Sandip Patel or Rohini Patel collectively referred to as "Sudama" including but not limited to leasing or having any interest of any kind or nature in any electronic gaming machine owned, directly or indirectly, by Sudama which is the same or similar in nature and operation as the electronic gaming machines seized by law enforcement authorities in this case at the location of the store.

3. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from obtaining a Coin Operated Amusement Machine ("COAM") license in the State of Georgia to conduct any business related to COAMS at 100 Carolina Ave, Warner Robins, GA 31093.

4. POTENTIAL TAX LIABILITY

Defendants are responsible for any outstanding tax obligation owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

5. PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay and be jointly and severally liable for all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

6. PLAINTIFF'S FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall make within five (5) days of entry of the Order approving this Agreement.

7. COURT APPROVAL

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

8. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

9. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective

legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.

- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for

attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

10. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

11. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future

partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.

-
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S.

Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:

Kelly R. Burke
2006 Karl Drive
Suite 100
Warner Robins, GA 31088
kelly@burkelasseterllc.com

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.


FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Special Assistant District Attorney
Macon Judicial Circuit
Georgia Bar No. 432113

FOR DEFENDANTS:



Kelly R. Burke
Georgia Bar No. 095613
Attorney for Defendants *in personam* Sonal Patel
and Easy Corporation; and Defendants *in rem*
U.S. Currency and Personal Property

*by Ketan D Patel
w/express permission*

Exhibit O

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2016 NOV 14 PM 3:09

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

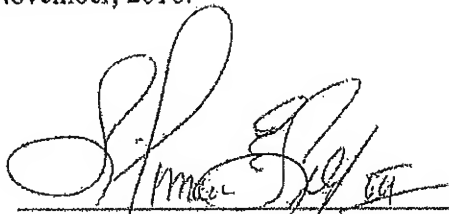
JICA WOODARD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS NAZIR AHMAN, NAZIR MART, INC. d/b/a CORNER MART,
U.S. CURRENCY AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on November 1, 2016, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

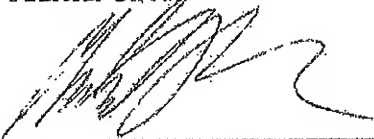
SO ORDERED this 10 day of November, 2016.



TILMAN E. SELF, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
1355 Peachtree Street
Suite 1280
Atlanta, GA 30309
(404) 221-1000
(404) 577-3900 *fax*

Consented to as to form by:



J.M. Raffault, Georgia Bar No. 591762
Attorney for Defendants

280 South Atlanta Street, Suite 310
Roswell, GA 30075

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS NAZIR
AHMAN AND NAZIR MART, INC.

This Settlement Agreement is made and entered this 15th day of November, 2016, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Nazir Ahmad and Nazir Mart, Inc. and related *in rem* Defendants collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$35,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff along with the \$10,000.00 costs as set-forth below in Paragraph 5 as follows: \$25,000.00 to be paid upon the execution of this Agreement and the \$20,000.00 balance will be paid in four (4) consecutive monthly payments of \$5,000.00. The first of such \$5,000.00 installment payment will be due on or before December 1, 2016, the second payment will be due on or before January 3, 2017, the third payment will be due on or before February 1, 2017, and the fourth payment will be due on or before March 1, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from operating or having any interest, directly or indirectly, Coin Operated Amusement Machine ("COAM") owned by Sudama Resorts, LLC.

3. POTENTIAL TAX LIABILITY

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. FEES AND COSTS

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action. Defendants shall also be responsible for one-half of the of all fees and costs of the Liquidating Agent up to \$2,500.00 and shall pay such fees and costs upon the execution of this Agreement.

6. COURT APPROVAL AND VACATING DEFAULT JUDGMENT

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party. The Default Judgment entered into by this Court is hereby vacated as to the Defendants

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked and the assets of the Defendants including inventory and money shall be forfeited to the State.
- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported

assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.

- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
1355 Peachtree Street, Suite 1280
Atlanta, GA 30309
mlambros@thelambrosfirm.com

For Defendants:


J.M Raffauf
280 South Atlanta Street, Ste. 310
Roswell, Georgia 30075

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

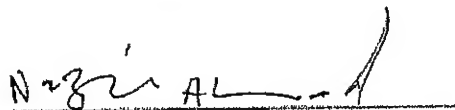
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By:


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:


Nazir Ahmad

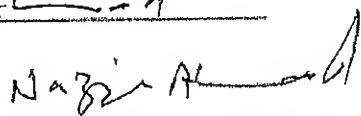

NAZIR AHMAD OWNER
Nazir Mart, Inc.

Exhibit P

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE
2017 APR 12 PM 3:35
ERICA WOODS, CLERK
SUPERIOR COURT
BIBB COUNTY, GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

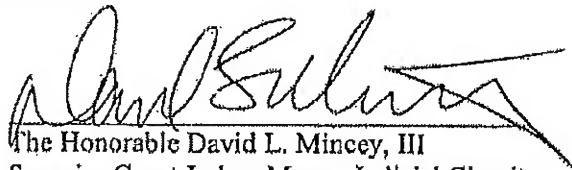
FILE NO. 15CV63661

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS AMIN MEGHJANI AND NOORALI INVESTMENT, INC. d/b/a SHELL
FOOD MART, U.S. CURRENCY AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on April 7, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

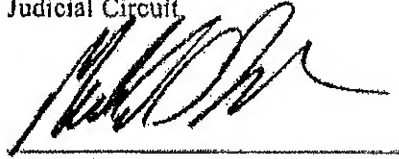
The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 25th day of April, 2017.


The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit


Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:

 w/ express permission
by M G Lambros
Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

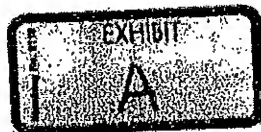
SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
AMIN MEGHJANI and NOORALI INVESTMENT, INC. d/b/a SHELL FOOD MART

This Settlement Agreement is made and entered this 7th day of April, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Amin Meghjani and Noorali Investment, Inc. d/b/a Shell Food Mart (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$25,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff along with the \$5,000.00 costs as set-forth below in Paragraph 5 as follows: \$5,000.00 paid by March 24, 2017 and five monthly payments of \$5,000.00 each paid by April 24, 2017; May 24, 2017; June 24, 2017; July 24, 2017 and August 24, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

Effective July 1, 2017, the Defendants are permanently enjoined and barred from operating Defendant Sudama Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within ninety (90) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$5,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure

period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. REPRESENTATIONS AND WARRANTIES

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize

the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any

Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.

(h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument,

(i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S.

Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

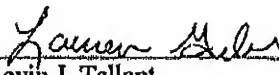
K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney

Macon Judicial Circuit

FOR DEFENDANTS:



Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Exhibit Q

COPY

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2017 APR 12 AM 10:51

LERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS AZEEZ FARISHTA AND
DIAMOND ENTERPRISES USA, INC. d/b/a TOBACCO EMPORIUM**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on March 8, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 4th day of April, 2017.



The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:


K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



*w/express
permission by MGC*

Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
AZEEZ FARISHTA AND DIAMOND ENTERPRISES USA, INC.
d/b/a TOBACCO EMPORIUM

This Settlement Agreement is made and entered this 8th day of March, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Azeez Farishta and Diamond Enterprises USA, Inc. d/b/a Tobacco Emporium (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$10,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff along with the \$5,000.00 costs as set-forth below in Paragraph 5 as follows: \$5,000.00 shall be paid to Plaintiff by March 10, 2017; \$5,000.00 by April 10, 2017 and \$5,000.00 by May 10, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from operating Defendant Sudama Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within sixty (60) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$5,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure

period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize

the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

(c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.

(d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.

- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

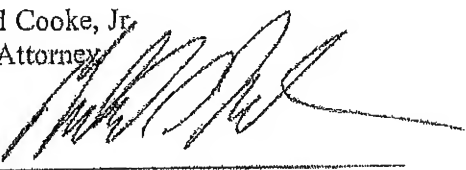
Kevin J. Tallant
Lauren C. Giles
202 Tribble Gap Road, Suite 200
Cumming, GA 30040

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

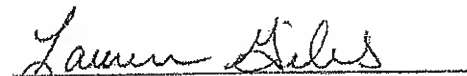
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By:


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:

A handwritten signature in cursive script, appearing to read "Lauren C. Giles", is written over a horizontal line.

Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Exhibit R

Ramela S. Hamme

FILED
CLERK'S OFFICE

2017 APR 25 PM 3:35

ERICA WOODS, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION


FILE NO. 15CV63661

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS AMIN MEGHLANI AND DIAMOND JUSTICE INVESTMENT, LLC
WHICH JENNY FORD MART, U.S. CURRENCY AND PERSONAL PROPERTY

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on April 7, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 25th day of April, 2017.


The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:

 by MGL Lents

Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

w/express permission

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
AMIN MEGHJANI and DIAMOND JUBILEE INVESTMENT, LLC
d/b/a JENNY FOOD MART

This Settlement Agreement is made and entered this 7th day of April, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Amin Meghjani and Diamond Jubilee Investment, LLC d/b/a Jenny Food Mart (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$5,000.00 costs shall be paid to Plaintiff as set-forth below in Paragraph 5 as follows: \$5,000.00 paid by March 24, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

Effective July 1, 2017, the Defendants are permanently enjoined and barred from operating Defendant Sudama Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within ninety (90) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia

Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$5,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a

violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its

agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.
- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this

Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.

- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.
- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:

Kevin J. Tallant

Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Exhibit S

Erica Woolsey Hamm

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

2017 APR 25 PM 3:35

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661


ERICA WOOLSEY D. CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS AMIN MEGHJANI AND GOD'S BLESSINGS, INC. d/b/a WOOLSEY
CHEVRON FOOD MART, U.S. CURRENCY AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on April 7, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.


The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 25th day of April, 2017.


The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

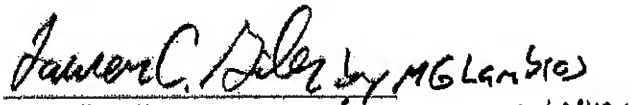
Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:


Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
AMIN MEGHJANI and GOD'S BLESSINGS, INC.
d/b/a WOOLSEY CHEVRON FOOD MART

This Settlement Agreement is made and entered this 7th day of April, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Amin Meghjani and God's Blessings, Inc. d/b/a Woolsey Chevron Food Mart (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$25,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff along with the \$5,000.00 costs as set-forth below in Paragraph 5 as follows: \$5,000.00 paid by March 24, 2017 and five monthly payments of \$5,000.00 each paid by April 24, 2017; May 24, 2017; June 24, 2017; July 24, 2017 and August 24, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

Effective July 1, 2017, the Defendants are permanently enjoined and barred from operating Defendant Sudama Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within ninety (90) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$5,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure

period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize

the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any

Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. NO ADMISSION BY THE DEFENDANTS

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. MISCELLANEOUS

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement, and any such prohibition or unenforceability shall not invalidate or render unenforceable other provisions which are valid and enforceable.

- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

Kevin J. Tallant
Lauren C. Giles
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

FOR PLAINTIFF:


K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney

Macon Judicial Circuit

FOR DEFENDANTS:



Kevin J. Tallant
Georgia Bar No. 696690
Lauren C. Giles
Georgia Bar No. 095880
Attorneys for Defendants

Exhibit T

COPY

FILED
CLERK'S OFFICE
IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

2017 APR 12 AM 10:50

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661


FRISA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS MITAL ATULBHAI PATEL AND AMBA MATA2, LLC d/b/a PETRO
SOUTH, U.S. CURRENCY AND PERSONAL PROPERTY**

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on March 8, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.


The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 4th day of ~~March~~ ^{April}, 2017.


The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

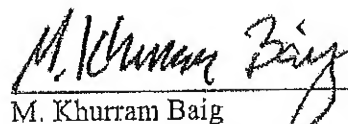
Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit


Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:

 by MGLandrieJ
M. Khurram Baig
Georgia Bar No. 031607
Attorney for Defendants

M. Khurram Baig
The Baig Firm
125 Lawrenceville Street, Suite 100
Norcross, Georgia 30071

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
MITAL ATULBHAJ PATEL AND AMBA MATA2, LLC d/b/a PETRO SOUTH

This Settlement Agreement is made and entered this 8th day of March, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Mital Atulbhai Patel and Amba Mata2, LLC d/b/a Petro South (collectively referred to as "Defendants").¹

RECITALS

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.

A

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$25,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff along with the \$10,000.00 costs as set-forth below in Paragraph 5 within five (5) days after the entry of the Order approving this Settlement Agreement.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from operating Defendant Sudama Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within ninety (90) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **PLAINTIFF'S FEES AND COSTS**

Defendants shall be responsible for the payment of their attorneys' fees and costs. Defendants shall also reimburse Plaintiff the sum of \$10,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action.

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the

Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked and the assets of the Defendants including inventory and money shall be forfeited to the State.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.
- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize

the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past, present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any

Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. **MISCELLANEOUS**

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

M. Khurram Baig
The Baig Firm
125 Lawrenceville Street, Suite 100
Norcross, Georgia 30071

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

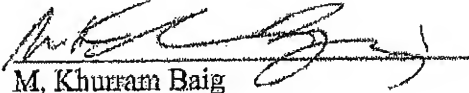
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By: 

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:

A handwritten signature in black ink, appearing to read 'M. Khurram Baig', is written over a horizontal line.

M. Khurram Baig
Georgia Bar No. 031607
Attorney for Defendants

Exhibit U

FILED
CLERK'S OFFICE

2017 MAY 22 PM 3:29

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

FILED
CLERK'S OFFICE

MAY 17 2017

ERICA WOODFORD, CLERK
SUPERIOR COURT
BIBB COUNTY GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION


FILE NO. 15CV63661

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
DEFENDANTS BIPINKUMAR PATEL, AMITABEN PATEL, SALYYN PEZ, MAHI
SHAHI, INC. d/b/a ROCKY'S FOOD MART, DAHI MAHI d/b/a ROCKY'S FOOD
MART, DAHI MAHI, INC. d/b/a EXXON FOOD MART, SHAHI AARAV, INC. d/b/a
ROCKY'S FOOD MART, SHAHI AARAV, INC. d/b/a H&H DELI & GROCERY and
SHAHI AARAV, INC. d/b/a ROD'S STOP & SHOP

Good cause having been shown, it is hereby ORDERED that the Settlement Agreement entered into between the parties in the above-styled case on May 4, 2017, a copy of which is attached hereto as Exhibit "A", is approved, adopted and made the Order and Judgment of this Court. Failure by any Defendant or signatory to comply with the provisions of the Settlement Agreement is punishable by contempt, after notice and hearing, as provided for in the Settlement Agreement.

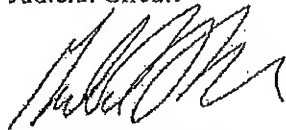
The seized assets and funds shall be disbursed at the appropriate time. This Court retains jurisdiction of this case for all purposes.

SO ORDERED this 17th day of May, 2017.


The Honorable David L. Mincey, III
Superior Court Judge, Macon Judicial Circuit

Prepared and presented by:

K. David Cooke, Jr.
Georgia Bar No. 184584
District Attorney for the Macon
Judicial Circuit



Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 fax

Consented to as to form by:



Beau A. Worthington
Georgia Bar No. 542511
Attorney for Defendants

*performed by
M G Lambros*

5109 Hwy 278 NE, Suite B
Covington, GA 30014

01/09

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney for the Macon
Judicial Circuit,

Plaintiff,

vs.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV63661

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND DEFENDANTS
BIPINKUMAR PATEL, AMITABEN PATEL, SALYYN PEZ, MAHI SHAHI, INC. d/b/a
ROCKY'S FOOD MART, DAHI MAHI d/b/a ROCKY'S FOOD MART, DAHI MAHI,
INC. d/b/a EXXON FOOD MART, SHAHI AARAV, INC. d/b/a ROCKY'S FOOD MART,
SHAHI AARAV, INC. d/b/a H&H DELI & GROCERY and SHAHI AARAV, INC.
d/b/a ROD'S STOP & SHOP

This Settlement Agreement is made and entered this 01 day of May, 2017, by and between Plaintiff State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit ("Plaintiff"), and Defendants *in personam* Bipinkumar Patel, Amintaben Patel, Salyyn Pez, Mahi Shahi, Inc. d/b/a Rocky's Food Mart, Dahi Mahi d/b/a Rocky's Food Mart, Dahi Mahi, Inc. d/b/a Exxon Food Mart, Shahi Aarav, Inc. d/b/a Rocky's Food Mart, Shahi Aarav, Inc. d/b/a H&H Deli & Grocery and Shahi Aarav, Inc. d/b/a Rod's Stop & Shop (collectively referred to as "Defendants").¹

RECITALS

¹ Plaintiff and Defendants are sometimes collectively referred to as the "Parties" in this Settlement Agreement. Whenever the term "Defendant" or "Defendants" is used in this Settlement Agreement that term shall be construed to mean the signatories hereto, whether natural or artificial persons.



AMK/4

WHEREAS, Plaintiff filed a Complaint in the above-styled case pursuant to the Georgia Racketeer Influenced and Corrupt Organizations Act and other statutes seeking relief against Defendants as more specifically enumerated therein; and

WHEREAS, Plaintiff and Defendants (collectively referred to as the "Parties") desire to resolve the issues between the Parties without the need to engage in further litigation and in order to avoid additional costs and expenses thereof; and

WHEREAS, Plaintiff and Defendants each have the authority to enter into this Settlement Agreement on behalf of themselves respectively;

NOW, THEREFORE, in consideration of the promises, agreements and mutual undertakings set forth herein below and for other good and valuable consideration, the sufficiency of which is acknowledged by the settling Parties, it is hereby agreed as follows:

1. **FORFEITURE**

The sum of \$90,000.00 is forfeited by Defendants to Plaintiff pursuant to O.C.G.A. §§ 16-14-7, 9-16-1 *et seq.* ("the forfeited proceeds"), and such forfeited proceeds shall be paid to Plaintiff \$30,000.00 on or before May 15, 2017, \$30,000.00 on or before June 15, 2017 and \$30,000.00 to be paid on or before July 15, 2017.

2. **PROHIBITION AS TO ELECTRONIC GAMING MACHINES**

The Defendants are permanently enjoined and barred from operating Defendant Sudarna Resorts, LLC's purported Coin Operated Amusement Machine ("COAM").

3. **POTENTIAL TAX LIABILITY**

Defendants are jointly and severally responsible for any outstanding tax obligation including, but not limited to, Sales and Use Tax owed by Defendants and agree that the forfeited

(P)uty

proceeds as set out in this Agreement will not be used for and are not payment toward any tax liability or potential tax liability.

4. **PAYMENT/RESOLUTION OF OUTSTANDING SALES TAX LIABILITY**

Within thirty (30) days from the date of entry of the Order approving this Settlement Agreement, Defendants shall pay all outstanding sales and use tax owed to the Georgia Department of Revenue or shall otherwise resolve, to the satisfaction of the Georgia Department of Revenue, all outstanding sales tax liability owed to the Georgia Department of Revenue.

5. **PLAINTIFF'S FEES AND COSTS**

In addition to the payment of the Forfeited Funds Defendants shall be responsible for the payment of their attorneys' fees and costs. Further, the Defendants shall reimburse Plaintiff the sum of \$30,000.00 toward its costs including but not limited to attorneys' fees and expenses incurred in bringing this action to be paid upon the execution of this Settlement Agreement. :

6. **COURT APPROVAL**

This Settlement Agreement shall be presented for approval to the Superior Court of Bibb County, Georgia. If approved by and made the Order of the Court, any violation thereof shall be punishable by contempt. In any proceeding for contempt, the party found to be in contempt shall, in addition to any other penalties and sanctions that may be imposed by the Court, pay the reasonable attorneys' fees and costs of the aggrieved party.

7. **VIOLATION OF AGREEMENT**

- (a) In the event Plaintiff contends that Defendants have violated or defaulted under any provision of this Settlement Agreement, Plaintiff shall submit written notification of such alleged violation to Defendants' attorneys within a reasonable time after discovery thereof. Defendants shall have ten (10) days from the date of

PAK

notice in which to cure any such violation or default. If Defendants remain in violation or default of this Agreement after the expiration of the ten (10) day cure period, then Plaintiff may notify the Court of such violation. If, after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, the Court may take such action as is provided for under Georgia law. Additionally, if after notice and hearing, the Court finds that there has been a violation of this Settlement Agreement, Defendants' business related licenses including but not limited to, Alcohol License, Coin Operated Amusement Machine License, Lottery Retail License shall be revoked and the assets of the Defendants including inventory and money shall be forfeited to the State.

- (b) Nothing herein shall preclude Plaintiff from instituting such civil or criminal proceedings as it may choose to bring for violations of the laws of Georgia in addition to invoking any of the provisions above.

8. **REPRESENTATIONS AND WARRANTIES**

- (a) Independent Legal Advice. Defendants represent and warrant that, prior to the execution of this Settlement Agreement, they received independent legal advice from their attorneys with regard to the advisability of executing this Settlement Agreement and that they have had ample time to consult with said attorneys. Each Party represents and warrants that it has been fully advised by its respective legal counsel of its rights and responsibilities under this Settlement Agreement, that it has read and understands completely the contents of this Settlement Agreement, and that it has voluntarily executed this Settlement Agreement.



- (b) Representations. The Parties represent and warrant that no other entity or person, nor any attorney of any other entity or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce that Party to execute or authorize the execution of this Settlement Agreement. The Parties acknowledge that they have not executed or authorized the execution of this Settlement Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.
- (c) No Assignment. The Parties hereby warrant and represent that they are the sole owners of all claims they are releasing in this Settlement Agreement, that they have not assigned, transferred, or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims, or any portion thereof, they are releasing in this Settlement Agreement, and that they will not assign, transfer, or purport to assign or transfer those claims in the future. The Parties hereby represent and warrant that they are not aware of any assignment or purported assignment or transfer or purported transfer of any interest in the claims being discharged and released by this Settlement Agreement.
- (d) Release. The Parties hereto release and remise each other of and from any and all civil actions and/or causes of action, costs, damages, demands, expenses, debts, disputes, losses, grievances (including without limitation any claim or action for attorneys' fees), and liabilities of every kind or nature whatsoever, arising in contract, tort or otherwise, whether direct or indirect, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, and whether past,

(B) [Signature]

present, or future, that the Parties ever had, now have, or hereafter can, shall or may have on account of, growing out of, arising out of, relating to, touching upon, or in any manner related to the Complaint. This release only applies to the civil action brought by Plaintiff in the above-styled action and in no way releases any Defendant from potential criminal prosecution or administrative action, if any, that may be brought, that has been brought, or that is pending. Defendants further release any claims they may have against any law enforcement agency and its agents and officers arising from the investigation and execution of the related search warrants related to this case.

9. **NO ADMISSION BY THE DEFENDANTS**

By entering this Agreement Defendants have in no way admitted to any wrong doing and have not waived any defenses or rights they may have in any other civil, criminal, or administrative action.

10. **MISCELLANEOUS**

- (a) Effective Date of This Agreement. This Settlement Agreement shall become effective upon its approval by the Superior Court of Bibb County. The Parties agree to execute all documents necessary to consummate any part of this Settlement Agreement.
- (b) Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present, former and future partners and employees, as well as any administrators, advisors, affiliates, assigns, attorneys, executors, insurers, predecessors, representatives, and/or subsidiaries. Except as otherwise provided, this provision and the permanent injunction herein



shall not apply to any bona-fide third-party that may purchase any business or interest therein owned by Defendants.

- (c) Waiver. The waiver of any breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.
- (d) Construction. The Parties acknowledge that they have participated in the negotiation and drafting of this Settlement Agreement and that, accordingly, this Settlement Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
- (e) Amendments. This Settlement Agreement may not be altered, amended, or modified in any particular or respect whatsoever except by a writing that each of the Parties signs. Handwritten changes to this Settlement Agreement shall not be enforceable.
- (f) Choice of Law. This Settlement Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Georgia, without regard to choice-of-law provisions or rules. Venue shall reside solely in the Superior Court of Bibb County, Georgia to enforce the terms of this Settlement Agreement.
- (g) Severability. Any provision of this Settlement Agreement that is deemed to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement; and any such prohibition or unenforceability shall not



invalidate or render unenforceable other provisions which are valid and enforceable.

- (h) Execution in Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (i) Notices. All notices required to be given under this Settlement Agreement shall be directed to the following persons and shall be sent either by first class U.S. Mail or by electronic mail as follows:

For Plaintiff:

Michael G. Lambros
Special Assistant District Attorney
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
mlambros@thelambrosfirm.com

For Defendants:

Beau A. Worthington, Esq.
5109 Highway 278 NE, Suite B
Covington, GA 30014
beauworthington@cwlaw.net

② M. L. R.

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this as of the date first written above.

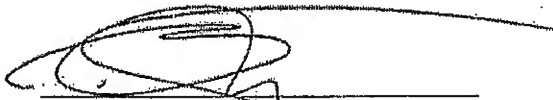
FOR PLAINTIFF:

K. David Cooke, Jr.
District Attorney

By:

Michael G. Lambros
Georgia Bar No. 432113
Special Assistant District Attorney
Macon Judicial Circuit

FOR DEFENDANTS:



Beau A. Worthington Esq.
Georgia Bar No. 542511
Attorney for Defendants

Exhibit M

ORIGINAL

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney
for the Macon Judicial Circuit,

Plaintiff,

VS.

SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,

Defendants.

CIVIL ACTION

FILE NO. 15CV - 63661

**PLAINTIFF'S RESPONSE TO DEFENDANTS RANA MUJUDIDDI AND
FAITH BUSINESS, INC.'S MOTION TO DISQUALIFY SPECIAL ASSISTANT
DISTRICT ATTORNEY MICHAEL LAMBROS**

COMES NOW State of Georgia *ex rel.* K. David Cooke, Jr., District Attorney for the Macon Judicial Circuit (hereinafter "Plaintiff"), Plaintiff in the above-styled action and, in response to Defendants Rana Mujudididi and Faith Business, Inc.'s Motion to Disqualify Special Assistant District Attorney Michael Lambros ("Lambros"), shows that there is no contingency contract between the Plaintiff and Lambros that comes within the prohibition on such arrangements set forth in OCGA § 16-1-12 (a).

This 15th day of August, 2017.

K. DAVID COOKE, JR.
Georgia Bar No. 184584
District Attorney
Macon Judicial Circuit

A handwritten signature in black ink, appearing to read "Michael G. Lambros", with a long horizontal flourish extending to the right.

MICHAEL G. LAMBROS
Georgia Bar No. 432113
Special Assistant District Attorney

The Lambros Firm, LLC
2970 Clairmont Road
Suite 240
Atlanta, GA 30329
(404) 221-1000
(404) 577-3900 *fax*

**IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA**

**STATE OF GEORGIA *ex rel.*
K. DAVID COOKE, JR.,
District Attorney
for the Macon Judicial Circuit,**

Plaintiff,

vs.

**SUDAMA RESORTS, LLC
located at 345 THIRD STREET,
FOREST PARK, CLAYTON COUNTY,
GEORGIA 30297, *et al.*,**

Defendants.

CIVIL ACTION

FILE NO. 15CV - 63661

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing:

- *Plaintiff's Response to Defendants Rana Mujaddidi and Faith Business, Inc.'s Motion to Disqualify Special Assistant District Attorney Michael Lambros*

by depositing a copy of same in the United States mail, with sufficient postage affixed thereto to insure delivery, or with consent, electronically, addressed as follows:

J. Burton Wilkerson, Esq., Rec'ver
(bwilkerson@spgglaw.com)
(jwilkerson@spgglaw.com)

John F. Kennedy, Esq., Rec'ver
(jkennedy@jamesbatesllp.com)
(jnichols@jamesbatesllp.com)

Michael A. Fennessy, Esq.
(mfennessy@bellsouth.net)

Beau A. Worthington, Esq.
(beauworthington@cwlaw.net)

Parag Y. Shah, Esq.
(shah@shahlawfirm.com)

Kelly Burke, Esq.
(kelly@burkelasseterllc.com)

Howard J. Manchel, Esq.
Sanford A. Wallack, Esq.
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(sandy@wallacklaw.com)

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mbowers@balch.com
canulewicz@balch.com
tbishop@balch.com
jhollis@balch.com

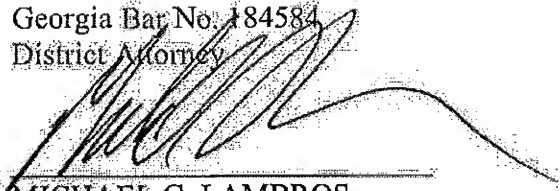
Paul Oliver
po@wimlaw.com

Ken Gordon, Esq.
P.O. Box 1088
LaGrange, Georgia 30241

Robert D. Howell
P.O. Box 100
Moultrie, GA 31776

This 15th day of August, 2017.

K. DAVID COOKE, JR.
Georgia Bar No. 184584
District Attorney



MICHAEL G. LAMBROS
Special Assistant District Attorney
Georgia Bar No. 432113

THE LAMBROS FIRM, LLC
2970 Clairmont Road, Suite 240
Atlanta, GA 30329
Phone: 404-221-1000

Exhibit N

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CAPTAIN JACK'S CRAB SHACK, INC.
d/b/a CAPTAIN JACK'S CRAB SHACK,
RONNIE BARTLETT, and LEE
BARTLETT,

Plaintiffs,

v.

K. DAVID COOKE, JR., District Attorney
of the Macon Judicial Circuit, in his
individual capacity, MICHAEL G.
LAMBROS, Special Assistant District
Attorney of the Macon Judicial Circuit, in
his individual capacity, MELANIE
BICKFORD, Investigator, City of Byron
Police Department, Byron, Georgia, in her
individual capacity, and CHRISTINE
WELCH, Police Officer, City of Centerville
Police Department, Centerville, Georgia, in
her individual capacity,

Defendants.

Civil Action File

No.: 1:16-CV-02887-SCJ

**DEFENDANTS' JOINT
RESPONSE TO PLAINTIFFS'
MOTION FOR
RECONSIDERATION**

I. INTRODUCTION

Plaintiffs' Motion for Reconsideration (the "Motion") ignores the applicable legal standard. Instead, Plaintiffs repeat the same arguments the Court previously rejected. Plaintiffs' arguments are still meritless for the detailed reasons set forth in the Court's April 17, 2017 Order (the "Order"). But, even if they were not, Plaintiffs' Motion would fail because they have not—and cannot—show "(1) newly discovered evidence; (2) an intervening development or change in controlling law; or (3) a need to correct a clear error of law or fact." *Bryan v. Murphy*, 246 F. Supp. 2d 1256, 1258–59 (N.D. Ga. 2003). Although that standard is conspicuously absent from Plaintiffs' brief, without such a showing, Plaintiffs' Motion fails.

Not only do Plaintiffs ask the Court to reconsider the Order without making any attempt to meet (or even cite) the applicable standard, they also ask the Court to turn back time, (1) retroactively grant Plaintiffs' Motion to Amend Complaint (the "Motion to Amend"), (2) reassess Plaintiffs' Motion for TRO and Preliminary Injunction (the "Motion for TRO") as if it had been filed pursuant to a

subsequently filed complaint,¹ and (3) reconsider the Order to remove certain findings in light of the retroactively granted Motion to Amend.

This extraordinary relief is beyond the scope of a motion for reconsideration. And, even if it were not, Plaintiffs do not argue that any newly discovered evidence, change in controlling law, or clear error of law or fact justifies such a sweeping revision of the record. Instead, they argue merely that the Court “should have” addressed the Motion to Amend *before* ruling on Plaintiffs’ Motion for TRO. [DE 84] at 11. Plaintiffs do not explain why they did not raise their current argument in support of the Motion for TRO, either in their briefing or at oral argument. Plaintiffs therefore have not met the standard required to reconsider any portion of the Order. For that reason, Plaintiffs’ Motion should be denied.

II. ARGUMENT AND CITATION OF AUTHORITY

A. Standard for Motion for Reconsideration.

Plaintiffs ignore the standard for a motion for reconsideration--perhaps because it is so stringent. “Motions for reconsideration shall not be filed as a

¹ On October 27, 2016, Plaintiffs filed an amended complaint, asserting claims for injunctive relief that track the relief sought in the Motion for TRO. [DE 50]. For purposes of this Response, Defendants will refer to the amended complaint filed on October 27, 2016 as the “Amended Complaint.” On November 18, 2016, Plaintiffs sought leave to file another amended complaint. [DE 63]. Defendants will refer to the proposed amended complaint filed on November 18, 2016 as the “Second Amended Complaint.”

matter of routine practice,” but rather, only when “absolutely necessary.” N.D. Ga. Local R. 7.2(E). Reconsideration is only “absolutely necessary” when there is: “(1) newly discovered evidence; (2) an intervening development or change in controlling law; or (3) a need to correct a clear error of law or fact.” *Bryan v. Murphy*, 246 F. Supp. 2d 1256, 1258-59 (N.D. Ga. 2003).

Thus, motions for reconsideration are rarely appropriate. Georgia courts have warned that such motions are “not an opportunity for the moving party and their counsel to instruct the court on how the court ‘could have done it better’ the first time.” *Kapordelis v. Gainseville Surgery Ctr., L.P.*, No. 2:10-CV-69-RWS, 2011 WL 3652325, at *1 (N.D. Ga. Aug. 19, 2011) (citing *Preserve Endangered Areas of Cobb’s History, Inc. v. U.S. Army Corps of Eng’rs*, 916 F. Supp. 1557, 1560 (N.D. Ga. 1995)).

Motions for reconsideration “may not be used to present the court with arguments already heard and dismissed or to repackage familiar arguments to test whether the court will change its mind.” *Bryan*, 246 F. Supp. 2d at 1258-59 (citations omitted); *see also Godby v. Electrolux Corp.*, Nos. 1:93–CV–0353–ODE, 1:93–CV–126–ODE, 1994 WL 470220, at *1 (N.D. Ga. May 25, 1994) (“[It is an improper use of] the motion to reconsider to ask the Court to rethink what the Court [has] already thought through—rightly or wrongly.”) (citations omitted); *In*

re Hollowell, 242 B.R. 541, 542–43 (Bankr. N.D. Ga. 1999) (“Motions for reconsideration should not be used to relitigate issues already decided or as a substitute for appeal”). Nor may they “be used to offer new legal theories or evidence that could have been presented in conjunction with the previously filed motion or response, unless a reason is given for failing to raise the issue at an earlier stage in the litigation.” *Adler v. Wallace Computer Servs., Inc.*, 202 F.R.D. 666, 675 (N.D. Ga. 2001) (citing *O’Neal v. Kennamer*, 958 F.2d 1044, 1047 (11th Cir. 1992)).

“If a party presents a motion for reconsideration under any of these circumstances, the motion *must be denied*.” *Bryan*, 246 F. Supp. 2d at 1259 (emphasis added) (citing *Brogdon ex rel. Cline v. Nat’l Healthcare Corp.*, 103 F. Supp. 2d 1322, 1338 (N.D. Ga. 2000)).

B. The Motion Is An Improper Attempt to Relitigate Arguments the Court Has Already Rejected.

The Federal and Local Rules prohibit motions for reconsideration that “present the court with arguments already heard and dismissed or . . . repackage familiar arguments to test whether the court will change its mind.” *Bryan*, 246 F. Supp. 2d at 1258-59 (citations omitted); *see also Godby*, 1994 WL 470220, at *1.

The Motion, however, does exactly that. Plaintiffs' arguments track those found in their prior briefs. *Compare* [DE 49-1] at 16-20 (arguing that this lawsuit was motivating factor in Plaintiffs' indictment, and that Plaintiffs would not have been prosecuted but for this lawsuit) *and* [DE 55] at 3-4 (arguing that "No Facts Support [Plaintiffs'] Arrests or Indictment"²), *with* [DE 84-1] at 2-10 (restating the same arguments and even citing to those arguments in Plaintiffs' previously filed briefs).

Plaintiffs actually cite those prior briefs in this Motion. See [DE 84-1] at 2, 6, & 7 (citing to Plaintiffs' Opening Brief, [DE 49-1], and Reply Brief, [DE 55], in

² Plaintiffs incorrectly contend that Defendants presented no evidence of Plaintiffs' guilt. See [DE 84-1] at 2-4. Plaintiffs themselves presented evidence of their guilt, including testimony from Defendants regarding illegal gambling and illegal cash payouts. Defendants offered direct, eye witness testimony, which Plaintiffs submitted in this Court, regarding Plaintiffs' illegal activity. See [DE 49-5 & 55-1]. Specifically, Defendants produced affidavit evidence and live testimony regarding Plaintiffs' illegal conduct, noting that such conduct was recorded on videotape. *Id.* As discussed at oral argument, Plaintiffs now possess the much-discussed video showing their illegal acts. Although Plaintiffs baldly challenge the weight of this evidence, it creates a more than reasonable expectation of obtaining a conviction. See *id.* More importantly, however, the *Younger* doctrine reserves the question of whether the State's evidence is sufficient to convict Plaintiffs to the criminal court and jury. Plaintiffs cannot stay a state proceeding by requiring the State to first prove the underlying criminal charges in federal court. If they could, every criminal defendant would file a similar federal lawsuit, demanding that the State prove its case (in response to a request for temporary injunctive relief no less) in federal court *before* proceeding with a state court prosecution. That would turn the *Younger* doctrine on its head.

Support of the Motion for TRO). Plaintiffs' citation to their prior arguments shows definitively that this is an improper motion for reconsideration. *See Godby*, 1994 WL 470220, at *1 ("A motion for reconsideration should not be used to reiterate arguments that have previously been made"); *In re Hollowell*, 242 B.R. at 542–43 ("Motions for reconsideration should not be used to relitigate issues already decided or as a substitute for appeal."); *Bryan*, 246 F. Supp. 2d at 1258-59 (motion for reconsideration must be denied where it "repackage[s] familiar arguments to test whether the court will change its mind."). For this reason alone, "the [M]otion must be denied." *Bryan*, 246 F. Supp. 2d at 1259.

C. Plaintiffs' Recycled Arguments Still Fail.

Plaintiffs repeat the arguments they asserted in the Motion for TRO (and cite to their prior briefs to support those arguments). Thus, Defendants hereby incorporate their arguments in opposition to the Motion for TRO. *See* [DE 54]. Further, because the well-reasoned Order thoroughly and correctly applies the *Wilson v. Thompson* test, Defendants hereby incorporate the reasoning and analysis in the Order as well. *See* [DE 82] at 8-13. Defendants see no reason to repeat the same arguments upon which the Court has already ruled.

D. Plaintiffs Set Forth No Reason to Change Footnote 1 or Reopen the Case Solely to Grant Plaintiffs' Motion to Amend.

Although Plaintiffs seek reconsideration of the entire Order, they request unique relief as to footnote 1. *See* [DE 84-1] at 10-11. Plaintiffs do not merely ask the Court to reconsider its holding in footnote 1. Rather, they ask the Court to (1) reopen the case specifically to rule on their Motion to Amend, (2) grant their Motion to Amend, instituting the Second Amended Complaint, (3) reconsider the Motion for TRO as if it were filed and argued based on the allegations in the Second Amended Complaint, and (4) remove footnote 1 from the Order in light of the allegations in the Second Amended Complaint.

1. Plaintiffs' Motion Exceeds the Scope of a Motion for Reconsideration.

Plaintiffs' extraordinary request should be denied because it exceeds the scope of a motion for reconsideration. Plaintiffs filed the Motion for TRO based on the allegations in the Amended Complaint, which was filed concurrently therewith. *See* [DE 49 & 50]. The Amended Complaint does not name Defendants in their official capacities. *See* [DE 50]. Thus, in response to the Motion for TRO, Defendants argued that Plaintiffs were not entitled to injunctive relief. *See* [DE 54] at 6 n.5. Plaintiffs filed a Reply on November 7, 2016. *See* [DE 55]. That Reply *did not* address Defendants' official capacity arguments in

any way.³ *See* [DE 55]. Accordingly, the Motion for TRO was submitted to the Court on November 16, 2016, based on the allegations in the Amended Complaint and the arguments in the parties' briefs. *See* [ECF Docket entry on 11/16/2016].

More than three weeks after filing the Motion for TRO, and two days after the Motion for TRO was submitted, Plaintiffs sought leave to file the Second Amended Complaint. *See* [DE 63].⁴ Plaintiffs did not ask the Court to delay ruling on the Motion for TRO until after it decided the Motion to Amend. Plaintiffs did not withdraw and re-assert the Motion for TRO pursuant to the Second Amended Complaint. Plaintiffs did not mention the Motion to Amend or Defendants' official capacity argument at the hearing on the Motion for TRO. In almost six months after filing the Motion for TRO, Plaintiffs never argued that the Court should decide the Motion to Amend before the Motion for TRO.

Now, only after the Court has denied the Motion for TRO, Plaintiffs claim that the Court "should have" noticed an argument Plaintiffs did not raise in support

³ This is the *only* argument in the Motion Plaintiffs did not previously assert in support of their Motion for TRO.

⁴ Plaintiffs stated that they filed the Second Amended Complaint "in response to Cooke's and Lambros's argument in their motions to dismiss," not in response to Defendants' opposition to the Motion for TRO. [DE 63-1] at 1-2, n.1. Like the Motion to Amend, Defendants' motions to dismiss have not been decided. Although Defendants contend that the Court should grant them, it is not grounds for reconsideration that the Court ruled on the Motion for TRO before doing so.

of the Motion for TRO, “should have” granted the Motion to Amend, instituting the Second Amended Complaint, “should have” considered the Motion for TRO in light of the allegations in the Second Amended Complaint, and “should have” come to a different conclusion in footnote 1. *See* [DE 84] at 11.

Plaintiffs *should have* made these arguments before the Court ruled. *See Adler*, 202 F.R.D. at 675 (citing *O’Neal*, 958 F.2d at 1047) (motion for reconsideration may not “be used to offer new legal theories or evidence that could have been presented in conjunction with the previously filed motion or response, unless a reason is given for failing to raise the issue at an earlier stage in the litigation.”). Had they done so, the parties--and the Court--could have addressed how the substitution of the Second Amended Complaint would have impacted the Motion for TRO. Plaintiffs now attempt to reconstruct the record and “redo” the Motion for TRO as if it had been filed under a different complaint. Plaintiffs’ request goes beyond the relief offered by a motion for reconsideration. For this reason alone, Plaintiffs’ request to reconsider footnote 1 should be denied.

2. Plaintiffs Do Not Meet the Standard for Reconsideration.

Even if the Motion sought appropriate relief, Plaintiffs do not meet the standard for reconsideration. As discussed above, Plaintiffs must show the

discovery of new evidence, a change in controlling law, or clear error. *Bryan*, 246 F. Supp. 2d at 1258-59. Plaintiffs cannot do so.

Here, the Court ruled on the Motion for TRO based on the Amended Complaint, which was the operative complaint at the time the Motion for TRO was filed, briefed, submitted, argued, and decided. The Court did not commit clear error by ruling on the motion before it.⁵ Tellingly, Plaintiffs do not even allege--much less establish--clear error. Instead, Plaintiffs allege only that the Court “should have” ruled on the Motion to Amend before ruling on the Motion for TRO. *See* [DE 84-1] at 11. Plaintiffs may have preferred that the Court grant the Motion to Amend before ruling on the Motion for TRO (and then decide the Motion for TRO based on the allegations in the Second Amended Complaint, even though the parties did not argue the Motion for TRO based on those allegations). But, neither Plaintiffs’ preference, nor their suggestion on “how the court ‘could have done it better’” constitutes grounds for reconsideration. *Kapordelis*, 2011 WL 3652325, at

*1

Plaintiffs have not shown clear error, newly discovered evidence, or a change in controlling law sufficient to justify reconsideration of footnote 1. *See Bryan*, 246 F. Supp. 2d at 1258-59. For that reason, Plaintiffs’ Motion to reopen

⁵ Nor has there been any newly discovered evidence or change in controlling law.

the case, grant the Motion to Amend, and reconsider the Order as if it had been filed, briefed, and argued pursuant to the Second Amended Complaint, should be denied. *See id.* at 1259 (motion that fails to establish one of required grounds for reconsideration “must be denied”).

III. CONCLUSION

For the reasons set forth above, the Court should deny Plaintiffs’ Motion.

This 26th day of May, 2017.

/s/ Jeffrey A. Zachman

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P.O. Box 18086
Macon, GA 31209-8086
Telephone: (478) 250-9756
Facsimile: (478) 746-9479
Attorneys for Christine Welch

CERTIFICATE OF SERVICE

I hereby certify that on May 26, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent notification of such filing to counsel of record.

This 26th day of May, 2017.

By: /s/ Jeffrey A. Zachman

Nathan L. Garroway

Jeffrey A. Zachman

Exhibit O

THE LAMBROS FIRM, LLC

ATTORNEYS AT LAW

SUITE 1280

1355 PEACHTREE STREET

ATLANTA, GEORGIA 30309

TELEPHONE: (404) 221-1000

TELEFAX: (404) 577-3900

www.thelambrosfirm.com

K. David Cooke
District Attorney, Macon-Bibb Judicial Circuit
Grand Building, Third Floor
661 Mulberry Street
Macon, GA 31201

Invoice Date: 5/3/2016

Invoice # 10991

In Reference To: Captain Jack's Crab Shack Inc.

Professional Services

			<u>Hours</u>	<u>Amount</u>
2/24/2016	MGL	Meeting w/BR lawyer to assist on case.	1.20	300.00
2/25/2016	MGL	Email from M. Bickford re: Bartlett's application for business license.	0.10	25.00
3/1/2016	MGL	Emails to/from C. Annulewitz re: inspection of machines; telephone conference w/W. Boyer; email to/from M. Carperos.	0.60	150.00
3/4/2016	MGL	Review Motion for Extension of Tim to Object to Discharge; email to W. Boyer and E. Herdy re: consent to Motion.	0.50	125.00
3/7/2016	MGL	E-mail from M. Bickford re: R. Bartlett's new business application; review bankruptcy filings	0.40	100.00
3/11/2016	MGL	Tcs with Reciever re: attempt by person to gain possession of Machines; tcs with law enforcement re: same	0.50	125.00
3/29/2016	MGL	TC with DA re: meeting requested by M. Bowers; review bankruptcy pleadings; review GNB documentation	0.80	200.00
4/1/2016	MGL	Document review.	1.50	375.00
4/4/2016	MGL	Emails to/from C. Annulewitz; email from Court continuing status conference.	0.40	100.00
4/6/2016	MGL	Telephone conference w/Receiver re: source of funds in receivership estate; telephone conference w/DA re: same and dismissal of complaint; review pleadings.	0.50	125.00

			<u>Hours</u>	<u>Amount</u>
4/12/2016	MGL	Conference call w/Receiver re: Motion to Dismiss; telephone conference w/Receiver re: source of funds; email to Trustee and W. Boyer.	0.50	125.00
4/15/2016	MGL	Emails to C. Annulewitz; meeting w/law enforcement re: status of civil case.	0.40	100.00
4/28/2016	SL	Meet w/ ML and PF for case status and updates to determine if anything needs to be done in this case. Update case status.	0.20	50.00
Total Professional Services			<u>7.60</u>	<u>\$1,900.00</u>
Expenses				
1/31/2016	LexisNexis			129.96
3/2/2016	Copying cost			6.60
	Postage			3.18
3/14/2016	Copying cost			4.05
3/22/2016	Carperos Law, LLC			600.00
	Carperos Law			1,350.00
4/5/2016	Copying cost			13.00
5/2/2016	Postage			5.60
	Copying cost			47.00
Total Expenses				<u>\$2,159.39</u>
Total amount of this bill				<u>\$4,059.39</u>
Previous balance				\$20,305.41
Accounts receivable transactions				
3/4/2016	Payment - Thank You. Check No. 3257			<u>(\$20,305.41)</u>
Total payments and adjustments				<u>(\$20,305.41)</u>

Amount

Balance Due

\$4,059.39

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Associate 1	0.20	250.00	\$50.00
Michael G. Lambros	7.40	250.00	\$1,850.00

THE LAMBROS FIRM, LLC

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ATLANTA, GEORGIA 30309

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TELEFAX: (404) 577-3900
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*Jo MGL
9/15/16*

K. David Cooke

District Attorney, Macon-Bibb Judicial Circuit
Grand Building, Third Floor
661 Mulberry Street
Macon, GA 31201

Invoice Date: 9/15/2016

Invoice # 11042

In Reference To: Captain Jack's Crab Shack Inc.

*Per both their Financial Report
is paying the \$25,204.94 - \$21,145.5
currently due plus the \$4,059.39
Balance due. 10/17/16 p7*

Professional Services

			Hours	Amount
5/7/2016	SL	Reviw Status of case of case w. ML - update status sheet;	0.30	75.00
5/11/2016	MGL	Email from Bowers re: Notice of Depositions.	0.10	25.00
5/13/2016	MGL	Telephone conferences w/DA re: Motion to Amend Answer;	0.50	125.00
5/20/2016	MGL	To Byron to attend examination of machines; review email from E. Hardy' review BR pleadings.	5.00	1,250.00
5/23/2016	MGL	Document review.	2.00	500.00
5/24/2016	MGL		2.50	625.00
5/25/2016	TT		9.10	864.50
	MGL		9.00	2,250.00
5/26/2016	TT		1.10	104.50
	MGL		7.50	1,875.00
5/31/2016	TT	Researched whether a Motion to Quash and Motion for Protective Order may apply to Subpoena to Counsel. Drafted motion on topic.	4.00	380.00

			Hours	Amount
5/31/2016	MGL	Email to Bowers re: discovery dispute; draft statement of facts for pleadings; review research on amending to add parties; email to Trustee.	3.20	800.00
6/1/2016	TT	Sent email with missing discovery documents to ML. Modified memo to show only missing documents.	0.60	57.00
	MGL	Telephone conference w/JFK and AJE re: strategy in responding to Notice of Depositions; draft Motion to Quash and for Protective Order.	4.50	1,125.00
	AJE	Revisions and edits to Motion to Quash and for Protective Order.	2.80	560.00
6/3/2016	TT	Drafted brief in opposition to additional parties for D's Amendment to Answer and Counter-Claim	5.00	475.00
	MGL	Review final draft of Motion for Protective Order on MGL; draft Motion for Protective Order on officers; email to Bowers re: intentions to file Motion for Protective Motions; telephone conference w/ JFK and AJE.	6.40	1,600.00
6/6/2016	MGL	Draft letter to Judge Self re: status of case and proposed order Staying Discovery; emails re:	1.00	250.00
6/7/2016	MGL	Review 4th extension; document review.	2.00	500.00
6/8/2016	TT	Organized physical discovery documents in new boxes and revised inventory of discovery as necessary. Edited Brief in Opposition to Def's Mo. to Amend Answer to Assert Counterclaim and Add Parties	4.60	437.00
	MGL	Telephone conference w/JFK; review email between court and Bowers and JFK;	2.40	600.00
6/9/2016	MGL	Telephone conference w/JFK; telephone conference w/DA re: status of case; emails with C. Annulewitz re: his frivolous contentions re: case and open records request; telephone conference w/ C. Cannon re: case; edit responses to pending Motions.	1.00	250.00
6/10/2016	TT	Research whether Motion for Sanctions could be granted against Defendants. Answer is still uncertain, but seems unlikely based on initial research. Met with ML. Drafted Memo on topic. Began drafting Motion for Sanctions.	2.30	218.50
	MGL	Edit and finalize Response in Opposition of Defendant's Motion to Amend Answer; Motion to Dismiss and Response to Defendant's Motion for Sanctions; telephone conference w/JFK.	2.50	625.00
6/14/2016	TT		3.60	342.00
6/20/2016	TT		6.70	636.50

		<u>Hours</u>	<u>Amount</u>
6/20/2016	MGL	1.40	350.00
6/28/2016	MGL	0.50	125.00
6/30/2016	MGL	0.80	200.00

Total Professional Services	<u>92.40</u>	<u>\$17,225.00</u>
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Expenses

5/23/2016	Expert witness fee - Joshua Taylor - check #5055.	400.00
6/1/2016	Copying cost	328.50
6/8/2016	Carperos Law, LLC	1,815.00
6/9/2016	Transcript Cost - take down and transcript - Combs Court Reporting.	1,377.05

Total Expenses	<u>\$3,920.55</u>
----------------	-------------------

Total amount of this bill	<u>\$21,145.55</u>
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Previous balance	<u>\$4,059.39</u>
------------------	-------------------

Balance Due	<u><u>\$25,204.94</u></u>
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Timekeeper Summary

Name	Hours	Rate	Amount
Andrew Ekonomou	2.80	200.00	\$560.00
Associate 1	0.30	250.00	\$75.00
Michael G. Lambros	52.30	250.00	\$13,075.00
Toby Tatum	37.00	95.00	\$3,515.00

THE LAMBROS FIRM, LLC

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56 MGL
7/12/16

K. David Cooke
District Attorney, Macon-Bibb Judicial Circuit
Grand Building, Third Floor
661 Mulberry Street
Macon, GA 31201

Invoice Date: 11/8/2016

Invoice # 11068

In Reference To: Captain Jack's Crab Shack Inc.

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/11/2016	MGL Read Motion to appoint Trustee.	0.50	125.00
7/12/2016	MGL Telephone conference w/M. Carperos re: Motion for Appointment of Trustee.	0.50	125.00
7/18/2016	MGL Review final draft of Motion to Appt Trustee.	1.00	250.00
7/20/2016	MGL Telephone conference w/T. Williams w/GLC re: games.	0.10	25.00
7/21/2016	MGL Telephone conference w/JFK re: status of case.	0.40	100.00
7/25/2016	SL To Peach County Courthouse to check docket against our files and obtain many docs we were missing	2.00	500.00
	MGL Final draft of Brief in Opposition to Second Motion for Sanctions.	1.20	300.00
7/26/2016	MGL Telephone conference w/JFK re: strategy in preparing for hearing.	0.40	100.00
7/27/2016	MGL Telephone conference w/JFK and DC re: August 10, 2016 hearing date; prepare for hearing.	1.80	450.00
8/12/2016	MGL Emails with Court regarding T. Jarriel's proposed order modifying bond for R. Bartlett; tc with D. Cooke; meeting with M. Caperos re: bankruptcy proceedings; review and edit proposed adversary.	2.00	500.00

			Hours	Amount
8/17/2016	MGL	Preparation for meeting w/DA & DOL; meeting w/DA and C. Waters; telephone conferences w/M. Billford; review Min to Vacate Order by B&B; emails to DA re: same; emails and telephone conferences w/Carperos re: Bankruptcy case.	5.50	1,375.00
8/29/2016	MGL	Meeting w/J. Kingman and J. Rogers; meeting w/M. Carperos re: strategy in presenting; emails to Trustee; email to S. Gunby; send emails to Kingman.	3.00	750.00
8/30/2016	MGL	Telephone conference w/C. Edwards re: case; document review.	0.80	200.00
8/31/2016	JP	Organized and recovered Bankruptcy pleadings and correspondence	7.80	741.00
9/1/2016	MGL	Emails w/J. Rogers re: warrants; email to E. Bobbit re: Grand Jury; telephone conference w/DA re: status of cases.	0.40	100.00
	JP	Organized and recovered Bankruptcy pleadings and correspondence	7.60	722.00
9/6/2016	MGL	Review Motion to Dismiss-Federal case; meeting w/M. Carperos re: preparation for BR hearing; telephone conference w/J. Kingman and J. Rogers re: motion to Dismiss; review latest version of Motion; telephone conference w/W. Boyer; telephone conference w/E. Hardy re: pending motions; telephone conference w/DA re: various matters; preparation for hearings.	4.20	1,050.00
9/7/2016	MGL	Telephone conference w/W. Boyer re: continuing Motion hearing; receipt of BR notices; emails w/W. Boyer; emails w/defense counsel on Fed. case; telephone conference w/DA re: status; read new Federal lawsuit; email to E&O carrier; review correspondence.	2.80	700.00
9/8/2016	MGL	Emails w/ R. Sullivan re: DOA's denial of representation; email to carrier re: same; begin drafting indictment.	3.50	875.00
9/13/2016	MGL	Meeting w/J. Kingman, Gary Marsh and Jeffrey Zachman re: status of various matters; read Receiver's Motion for Order on Distribution; preparation for meeting at Dentons (review pleadings); review Motion to Dismiss; emails w/Boyer re: continuance of hearing; review DOR's report of claim.	3.20	800.00
9/15/2016	I		5.00	1,250.00
9/17/2016			1.50	375.00
9/22/2016	MGL	Emails w/M. Carperos re: BR; emails w/Carperos and G. Marsh re: BR matters; ; telephone conference w/C. Edwards; document review.	3.00	750.00
9/28/2016	MGL	Emails w/W. Boyer re: stay; email w/M. Carperos and Gary Marsh re: stay; telephone conference w/Chief Waites re: forensic acct.	0.40	100.00

			<u>Hours</u>	<u>Amount</u>
9/29/2016	MGL	Draft Consent Staying Adversary; emails w/M. Carperos and G. Marsh; read Mullis Motion to Dismiss.	0.50	125.00
9/30/2016	MGL	Emails to G. Marsh re: strategy in BR.	0.20	50.00
10/3/2016	MGL	Email to W. Boyer re: stay;	2.00	500.00
10/4/2016	MGL	Emails to W. Boyer re: stay; telephone conference w/Judge's Law Clerk re: Stay A. Brown; telephone conference w/calendar clerk Ms. Thomas re: consent;	1.50	375.00
10/10/2016	MGL	Draft Indictment and prepare for Grand Jury.	1.50	375.00
10/11/2016	MGL		1.20	300.00
10/12/2016	MGL	Receipt of responses from Debtors to our Motions; preparation for hearing.	3.00	750.00
10/13/2016	MGL	Emails w/L. Glisson re: hearing; telephone conference w/C. Edwards.	0.40	100.00
10/14/2016	MGL	Email to G. Marsh re: pending motions; review responses to Motion to Appoint Trustee and vacate order; prepare for hearing.	5.50	1,375.00
10/17/2016	MGL	Conference call w/DA and G. Marsh; email to Trustee; prepare for hearing; LR re: standing; telephone conference w/J. Waites re: AG's position; emails w/counsel re: strategy pursuing hearing; telephone conference w/ M. Carperos re: issues related to hearing.	6.00	1,500.00
10/19/2016	MGL	Attend and participate in BR hearing on Trustee's Motion to Convert.	9.00	2,250.00
10/20/2016	MGL		2.00	500.00
Total Professional Services			<u>91.40</u>	<u>\$20,463.00</u>
Expenses				
7/5/2016		Copying cost		86.60
		Postage		10.16
7/20/2016		Postage		49.27
		Efile pleading		5.45
7/26/2016		Postage		6.02

		<u>Amount</u>
8/8/2016	Carperos Law, LLC	2,335.00
8/15/2016	GA Middle CM ECF filing	350.00
8/23/2016	Diane S. Gregg, Court Reporter - 8/10/16 takedown. \$43.31/3.	14.43
9/1/2016	Carperos Law, LLC - August	1,260.00
	Postage	5.85
9/2/2016	Copying cost	391.50
9/12/2016	Transcript Cost - Diane S. Gregg, Court Reporter	75.50
10/4/2016	Postage	0.68
	Copying cost	75.65
10/6/2016	Copying cost-Xact Data Discovery	567.25
11/1/2016	Carperos Law, LLC	1,921.50
11/3/2016	Copying cost	126.60
	Postage	2.82
Total Expenses		<u>\$7,284.28</u>
Total amount of this bill		<u><u>\$27,747.28</u></u>

Exhibit P

11/08/2016	11063	RE: CAPTAIN JACK'S GRAB SHACK INC			27,747.28
8924		THE LAMBROS FIRM	46177	11/23/2016	\$27,747.28

The Macon-Bibb County Policy, in general, is to pay based on invoice terms.
For questions concerning invoices or payment status, call (478) 751-7276 or (478) 751-7253
or fax a copy to (478) 751-7252.

Interested in up-and-coming bids? Check www.maconbibb.us
Do you have a current W-9 on your company? If not, please call.

Macon-Bibb County

Finance Office
Macon, Ga.
State Bank and Trust

Vendor
Number
8924

Check
Date
11/23/2016

Check
Number
46177

PAY Twenty Seven Thousand Seven Hundred Forty Seven and 28/100 Dollars

\$27,747.28
Valid after 90 Days

TO
THE
ORDER
OF

THE LAMBROS FIRM
1355 PEACHTREE STREET
SUITE 1280
ATLANTA, GA 30309

Christy W. [Signature]

⑈ 46177 ⑈ ⑈ 061104123⑈ ⑈ 000074417⑈



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1-800-226-5228



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TRANSACTION RECEIPT

All items are credited subject to payment.



Location/Date/Transaction #

Amount

8417032 C44092 051 00060 11:02 11/30/16
#XXXXXXXXXX6950 DUPLICATE DEPOSIT

27,747.28

Member FDIC

DEPOSITS SUBJECT TO VERIFICATION AND MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

0020300106
Rev. 04/13

Exhibit Q

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 1

Selection Criteria

Macon - Sudama / Default
Beginning Balance

0.00

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 2

Client / Account Name Date	Type	Description	Value	Balance
4/12/2016	DEP	Deposit to account - Bank of Lee County - Cashier's check - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Cashier's Check No. 5784	5000.00	5000.00
4/12/2016	DEP	Deposit to account - Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store). Kapil Angira's Check No. 105	25000.00	30000.00
4/13/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Bakabhai Patel and Vishal Patel, AG 2012 Inc.	45000.00	75000.00
4/15/2016	DEP	Deposit to account - Miles Hansford & Tallant, LLC - Weynshet Afework and North Decatur C-Store. Check No. 2539	25000.00	100000.00
4/19/2016	PAYF	Payment from account - \$10,000.00 (Kapil Angira, Aklim Pervin, United Petro of GA, Inc. d/b/a Kountry Restaurant, and United Petroleum of GA, Inc. d/b/a Kountry Restaurant (Sasser Store); \$10,000.00 Bakabhai and Vishal Pate, AG 2012, Inc.; \$25,000.00 Weynshet Afework, North Decatur C-Store - The Lambros Firm - bank transfer.	(45000.00)	55000.00
5/3/2016	DEP	Deposit to account - Spivey Pope Green & Greer, LLC Receivership Account - for Heet & Meshwa. Check No. 282	90000.00	145000.00
5/3/2016	DEP	Deposit to account - North Decatur C-Store - 1st installment. Check No. 1792	25000.00	170000.00
5/4/2016	PAYF	Payment from account - on balance - transfer funds from IOLTA to Operating. - costs on Heet & Meshwa.	(15000.00)	155000.00
5/5/2016	DEP	Deposit to account - Burke Lasseter - wire transfer - Om Shiv Shakti Namah LLC \$25,000; Priya \$25,000.00.	50000.00	205000.00
6/2/2016	DEP	Deposit to account - North Decatur C-Store. Check No. 1821	25000.00	230000.00
6/6/2016	DEP	Deposit to account - wire transfer from Burke Lasseter, LLC - \$25,000.00 on Priya and \$25,000.00 on Om Shiv Shakti Namah LLC.	50000.00	280000.00
6/15/2016	DEP	Deposit to account - Coxen & Worthington LLC - West Point Corner Store, LLC settlement.. Check No. 1471	90000.00	370000.00
6/27/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #33974 - \$35,000.00 on AG 2012, Inc. d/b/a C&B Store, Bakabhai Patel, Vishal Patel; \$75,000.00 on Heet & Meshwa, LLC d/b/a Shell Food Mart, Hetalben K. Patel; \$20,000.00 on United Petro of GA, Inc. d/b/a Kountry Restaurant, United Petroleum of GA, Inc. d/b/a Kountry Restaurant, Kapil Angira, Aklim Pervin; \$25,000.00 on Om Shiv Shakti Namah, LLC d/b/a Marshallville Stop & Shop, Sachit Patel; \$25,000.00 on Priya S. Inc.	(205000.00)	165000.00

9/5/2017
6:34 PM

The Lambros Firm, LLC
IOLTA Reconciliation Report

Page 3

Client / Account Name

Date	Type	Description	Value	Balance
		d/b/a Marshallville Quick Stop, Shanta Patel; \$25,000.00 on North Decatur C-Store, Inc. d/b/a Texaco Food Mart, Weynshet Afework. CHECK WAS CUT ON 6/27 FOR HAND DELIVERY. WAS NOT DELIVERED. COVER LETTER AND CHECK SENT VIA FEDEX ON 7/11.		
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Jai Madi, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs.. Check No. 1478	45000.00	210000.00
6/28/2016	DEP	Deposit to account - Coxen & Worthington, LLC - for Dipen, LLC - \$35,000.00 forfeited funds plus \$10,000.00 costs. . Check No. 1479	45000.00	255000.00
7/1/2016	DEP	Deposit to account - North Decatur C Store - 4th payment. Check No. 1845	25000.00	280000.00
7/5/2016	DEP	Deposit to account - Om Shiv Shakti Namah LLC - wire transfer	25000.00	305000.00
7/5/2016	DEP	Deposit to account - Priya S Inc. - wire transfer	25000.00	330000.00
7/11/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3404 - forfeited funds from Om Shiv Shakti Namah, LLC, Priya S., Inc., and North Decatur C-Store, Inc.	(150000.00)	180000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - Dipen \$10,000 costs; Jai Madi \$10,000 costs - transfer from IOLTA to Operating.	(20000.00)	160000.00
7/12/2016	PAYF	Payment from account - The Lambros Firm - costs on West Point Corner Store	(15000.00)	145000.00
7/20/2016	DEP	Deposit to account - Coxen & Worthington LLC - Diya 1, LLC settlement. Check No. 1490	45000.00	190000.00
7/28/2016	PAYF	Payment from account - \$10,000 Diya costs.	(10000.00)	180000.00
7/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - check #3413	(180000.00)	0.00
8/10/2016	DEP	Deposit to account - Splvey Pope Green & Greer LLC - Shree Gayatri - partial payment toward \$55,000.00 settlement and/or \$15,000.00 costs. Check No. 3078	20000.00	20000.00
8/11/2016	DEP	Deposit to account - Coxen & Worthington LLC - Shree Radhe Govind Corp. settlement funds. Check No. 1500	90000.00	110000.00
8/24/2016	PAYF	Payment from account - The Lambros Firm - costs on Shree Radhe Govind Corporation.	(15000.00)	95000.00
8/29/2016	WITH	Withdrawal from account - The Lambros Firm, LLC - Shree Gayatri costs - bank transfer	(15000.00)	80000.00
9/19/2016	DEP	Deposit to account - Kapil Angira-United Petroleum of GA, Inc. d/b/a Kountry Restaurant. Check No. 108	15000.00	95000.00
9/26/2016	DEP	Deposit to account-Burke Lasseter - Easy Corporation (\$35,000) plus costs (\$10,000) - wire transfer	45000.00	140000.00
9/28/2016	PAYF	Payment from account - bank transfer - The Lambros Firm - Easy Corporation costs	(10000.00)	130000.00

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The Lambros Firm, LLC
IOLTA Reconciliation Report

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Client / Account Name

Date	Type	Description	Value	Balance
9/28/2016	WITH	Withdrawal from account - Bibb County District Attorney - \$15,000 on United Petro fo GA, Inc. and \$75,000.00 on Shree Radhe Govind Corporation - check #3421.	(90000.00)	40000.00
11/4/2016	DEP	Deposit to account - Nazir Mart - 1st of 5 \$5,000 installments per Settlement Agreement. Check #3232	5000.00	45000.00
11/4/2016	DEP	Deposit to account-Nazir Ahmad - \$20,000.00 forfeited funds per settlement agreement. Check No. 2141	20000.00	65000.00
11/10/2016	DEP	Deposit to account - Nazir Ahmed - Cashier's check to replace check #2141 that was returned NSF.	20000.00	85000.00
11/16/2016	PAYF	Payment from account-Nazir Ahmad costs - check #3430	(10000.00)	75000.00
11/29/2016	WITH	Withdrawal from account-Bibb County District Attorney - check #3436 - Nazir Ahmed	(35000.00)	40000.00
12/19/2016	DEP	Deposit to account-Dimpy Patel - Fees. Check No. 313	50000.00	90000.00
12/22/2016	PAYF	Payment from account	(30000.00)	60000.00
12/22/2016	PAYF	Payment from account	(20000.00)	40000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington for AK 138-settlement proceeds.. Check No. 1532	15000.00	55000.00
2/17/2017	DEP	Deposit to account-Coxen & Worthington-Shree Gayatri Enterprises-Hetal Patel-settlement proceeds. Check No. 1531	29888.33	84888.33
2/24/2017	PAYF	Payment from account-The Lambros Firm, LLC-transfer funds	(15000.00)	69888.33
3/8/2017	WITH	Withdrawal from account	(69888.33)	0.00
4/6/2017	DEP	Deposit to account-Farishta-1st payment on settlement.. Check No. 1630 (BEGIN FIDELITY IOLTA ACCOUNT)	5000.00	5000.00
4/6/2017	DEP	Deposit to account-AK 138 LLC-partial settlement.. Check No. 2256	15000.00	20000.00
4/12/2017	DEP	Deposit to account-Noorali Investment, Inc.-Payment #1. Check No. 1012	5000.00	25000.00
4/12/2017	DEP	Deposit to account-Farishta/Azeez Farishta-Diamond Enterprises-Payment #2. Check No. 1624	5000.00	30000.00
4/12/2017	DEP	Deposit to account-Amin Meghjani/DilshadMeghjani-Diamond Jubilee-Settlement Payment.. Check No. 2140	5000.00	35000.00
4/12/2017	DEP	Deposit to account-God's Blessings d/ba/ Woolsey Chevron Foodmart-payment #1. Check No. 3023	5000.00	40000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1534	75000.00	115000.00
4/13/2017	DEP	Deposit to account-Dimpy Defendants.. Check No. 1535	37450.00	152450.00
4/19/2017	PAYF	Payment from account-Noorali Investment, Inc.,; Azeez Farishta; Amin Meghjani; God's Blessings - \$5,000.00 each.	(20000.00)	132450.00
4/19/2017	PAYF	Payment from account-Dimpy Defendants.	(100000.00)	32450.00

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The Lambros Firm, LLC
IOLTA Reconciliation Report

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Client / Account Name

Date	Type	Description	Value	Balance
4/26/2017	DEP	Deposit to account-God's Blessings-payment #1. Check No. 3059	5000.00	37450.00
4/26/2017	DEP	Deposit to account-Noorali Investment Inc. - Payment #2. Check No. 1013	5000.00	42450.00
4/26/2017	DEP	Deposit to account-Amba Mata2/Mital Patel-Forfeit and costs. Check No. 1043	35000.00	77450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dimpy Defendants. Check No. 1538	70000.00	147450.00
5/5/2017	PAYT	Payment to account-Coxen & Worthington, LLC - Dahi Mahi, Inc. d/b/a Rocky's Food Mart; Dahi Mahi, Inc. d/b/a Exxon Food Mart; Madhu Prabhu d/b/a BP South; Mahi Shahi, Inc. d/b/a Rocky's Food Mart; Shahi Aarav, Inc. d/b/a Rocky's Food Mart; Bipinkumar Patel-\$30,000 costs. Check No. 1546	30000.00	177450.00
5/5/2017	WITH	Withdrawal from account-Bibb County District Attorney-check #3001-Amba Mata2	(25000.00)	152450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Amba Mata2	(10000.00)	142450.00
5/11/2017	PAYF	Payment from account-The Lambros Firm, LLC - costs - Dahi Mahi (Sparta)	(30000.00)	112450.00
5/12/2017	DEP	Deposit to account-Farishta/Diamond Enterprises. Check No. 1634	5000.00	117450.00
5/15/2017	DEP	Deposit to account - Sandip Patel - wire transfer from Receiver	500000.00	617450.00
5/18/2017	DEP	Deposit to account-Collier & Gamble-Kintan . Check No. 21891	30000.00	647450.00
5/24/2017	DEP	Deposit to account - God's Blessing, Inc. - Payment #2. Check No. 3090	5000.00	652450.00
5/24/2017	DEP	Deposit to account - Noorali Investment Inc. - Payment #2. Check No. 1014	5000.00	657450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - God's Blessing, Inc. d/b/a Woolsey Chevron Food Mart, Amin Meghjani - check #3002	(10000.00)	647450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Kintan 1, Inc. d/b/a SK Foods; Kintan, Inc. db/a Alstone Trading Company; Kintan 3, Inc. d/b/a Smithville Supermarket, Kintankumar Patel, Nishaben Ashokumar Pithawala - check #3002	(30000.00)	617450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - AK 138, LLC d/b/a AK Grocery, Asutosh Barot - check #3002	(15000.00)	602450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Diamond Enterprises US, Inc. d/b/a Tobacco Emporium, Azeez Farishta - check #3002	(5000.00)	597450.00
5/24/2017	WITH	Withdrawal from account-Bibb County District Attorney - Noorali Investment, Inc. d/b/a Shell Food Mart, Amin Meghjani - check #3002	(10000.00)	587450.00
5/31/2017	PAYF	Payment from account-transfer funds from IOLTA to Operating to apply to bill.	(200000.00)	387450.00

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The Lambros Firm, LLC
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Client / Account Name

Date	Type	Description	Value	Balance
6/1/2017	DEP	Deposit to account-Coxen & Worthington LLC-payment on Dimpy Defendants settlement.. Check No. 1551	126000.00	513450.00
6/6/2017	DEP	Deposit to account-HHC Mart, LLC dba Econo Mart-1st of 15 installments. Check No. 2347	1000.00	514450.00
6/15/2017	DEP	Deposit to account-Rocky's FM settlement. Check No. 1552	5744.50	520194.50
6/15/2017	DEP	Deposit to account-Dahi Mahi settlement. Check No. 1553	5745.00	525939.50
6/15/2017	DEP	Deposit to account-H & H Deli settlement. Check No. 1554	12766.00	538705.50
6/15/2017	DEP	Deposit to account-Rod's Stop & Shop settlement. Check No. 1555	5744.50	544450.00
6/21/2017	WITH	Withdrawal from account - K. David Cooke, District Attorney for the Bibb Judicial Circuit - Dimpy Defendants \$208,450.00; Diamond Enterprises \$5,000.00; Sandip Patel \$150,000.00; HHC \$1,000.00; Rocky's Food Mart \$5,744.50; Dahi Mahi \$5,745.00; H&H Deli \$12,766.00; Rod's Stop & Shop \$5,744.50 (last 4 stores referred to as "Sparta Stores" - check #3004	(394450.00)	150000.00
6/27/2017	WITH	Withdrawal from account-Spivey, Pope Green & Greer - Receiver's Fees & Costs	(14971.50)	135028.50
7/7/2017	DEP	Deposit to account-God's Blessing - payment #4. Check No. 3123	5000.00	140028.50
7/7/2017	DEP	Deposit to account-Noorali Investment - payment #4. Check No. 1015	5000.00	145028.50
7/7/2017	DEP	Deposit to account-Kantilal Patel - \$25,000 forfeited funds; \$10,000 costs. Check No. 105	35000.00	180028.50
7/7/2017	DEP	Deposit to account-BP South; Bipinkumar parekh and Madhu Prabhu, Inc.. Check No. 3003	8750.00	188778.50
7/7/2017	DEP	Deposit to account-Bapu Sitaram, Inc. - costs. Check No. 1002	10000.00	198778.50
7/12/2017	PAYF	Payment from account-transfer from IOLTA account to operating-apply to fees and costs	(100000.00)	98778.50
7/14/2017	DEP	Deposit to account-H&H Deli (Dahi Mahi group)-Coxen & Worthington IOLTA check	12766.00	111544.50
7/14/2017	DEP	Deposit to account-Rod's Stop and Shop-Coxen & Worthington IOLTA check	5744.00	117288.50
7/14/2017	DEP	Deposit to account-Dahi Mahi-Coxen & Worthington IOLTA check.	5744.00	123032.50
7/14/2017	DEP	Deposit to account-Rocky's Food Mart-Coxen & Worthington IOLTA check.	5744.00	128776.50
7/21/2017	DEP	Deposit to account-Mashu Prabhu, Inc. - 2nd payment. Check No. 3007	8750.00	137526.50
8/4/2017	DEP	Deposit to account-Noorali-5th installment. Check No. 1016	5000.00	142526.50
8/4/2017	DEP	Deposit to account-God's Blessing - 5th installment. Check No. 3179	5000.00	147526.50
8/4/2017	DEP	Deposit to account-Bapu Sitaram-1st installment. Check No. 1005	12500.00	160026.50

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The Lambros Firm, LLC
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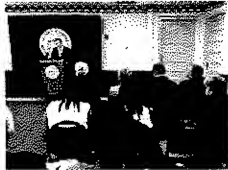
Client / Account Name

Date	Type	Description	Value	Balance
8/7/2017	PAYF	Payment from account-Invoice #11212	(42950.74)	117075.76
8/15/2017	WITH	Withdrawal from account-McNair, McLemore, Middlebrooks & Co. - invoice #36255 for \$2,254.00; invoice #36960 for \$897.00; invoice #37446 for \$4,586.68; invoice #38440 for \$2,123.00; invoice #40035 for \$3,110.00; invoice #43911 for \$4,917.00; invoice #45900 for \$254.00; invoice #53579 for \$85.50	(18227.18)	98848.58
8/17/2017	DEP	Deposit to account - Coxen & Worthington for Priya Daxa - full payment. Check No. 1572	25000.00	123848.58
8/17/2017	DEP	Deposit to account - Collier & Gamble - Kintan - 2nd installment. Check No. 21996	30000.00	153848.58
8/17/2017	DEP	Deposit to account - Collier & Gamble - Kintan final installment. Check No. 22131	30000.00	183848.58
8/25/2017	DEP	Deposit to account-Noorali Investment Inc.-final payment. Check No. 1017	5000.00	188848.58
8/25/2017	DEP	Deposit to account-God's Blessing-final payment. Check No. 3180	5000.00	193848.58
8/25/2017	DEP	Deposit to account-HK Tax & Accounting-Costs. Check No. 6090	500.00	194348.58
8/25/2017	DEP	Deposit to account-Kyle Johnson, P.C.-Costs. Check No. 1509	500.00	194848.58
8/25/2017	DEP	Deposit to account-Bipinkumar Parekh and Madhu Prabhu, Inc. dba BP South-3rd payment. Check No. 3009	8750.00	203598.58
Ending Balance				<u>203598.58</u>

Exhibit R

District Attorney gives \$150,000 to Macon school for girls

D Hunter Joyce, WMAZ 5:41 PM, EST June 20, 2016



Monday, District Attorney David Cooke announced his office will donate \$150,000 of the money forfeited in the illegal gambling racketeering cases to create a charter school for girls in Macon.

PACE Center for Girls is a school for at-risk girls in the juvenile justice system to continue learning and get the social services they need.

There are 19 PACE centers throughout Florida. Macon will be their first in Georgia.

PACE president and CEO Mary Marx says they provide a place for young women to grow and heal.

"Many are growing up in poverty," says Marx. "Many have histories of violence that are either in their family, in their relationships, or in their communities and they've really experienced a lot of trauma."

Marx also said the \$150,000 gift is the largest forfeiture donated to PACE.

Cooke sees the donation as an investment in our community, creating a brighter future for young women and preventing crime.

"When you change the lives of young women and girls, you change an entire family," says Cooke. "And when you change an entire family, that means I have less people to prosecute and less victims."

PACE would like to open their Macon location in January, 2017.

It will take about \$800,000 dollars to open the school. They're working on getting appropriations from the Georgia General Assembly and the Bibb School District.

If you would like to make a donation and help bring a PACE center to Macon, text "PACECG" to 71777.

JOIN THE CONVERSATION

To find out more about Facebook commenting please read the [Conversation Guidelines and FAQs \(http://staticDomain/conversation-guidelines/\)](http://staticDomain/conversation-guidelines/)

[LEAVE A COMMENT \(\)](#)

Exhibit S



MACON'S DA DONATING 'BAD' MONEY FOR GOOD

20

By: Skyler Henry

Submitted: 08/31/2016 - 6:36pm

Tags: da, David Cooke, funds, Money



MACON, Georgia (41NBC/WMG) –
Macon's district attorney is using what he
calls bad money for good.

David Cooke announced plans to use
funds from racketeering and gambling
raids for donations into the Crescent
House in Macon.

The children's advocacy center holds an annual golf tournament every year, and Cooke says the DA's office will match up to \$10,000 per donation at the center.

"It's a matter of what can we do to turn this money for good. What can we do to make our community safer, to make our law enforcement officers safer, to help children who are the victims of crimes, to help families, to help prevent crime? It's just a matter of what good can we do with this money," Cooke said.

The money will be used to benefit the Crescent House and their operations, including its annual symposium that trains law enforcement, prosecutors, and first responders how to investigate child abuse.

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Exhibit T

Tuesday October 3, 2017 5 pm to 9 pm



Sixth Annual
Appetites for Advocacy

Tuesday, October 3, 2017

(<https://appetitesforadvocacy.com/>)

Call For More Info: (478) 745-9292 (tel:4787459292)

Crisis Line & Safe House

...Of Central Georgia Annual Fundraiser

The **6th Annual Appetites for Advocacy** will be held Tuesday October 3rd from 5 to 9 pm at Cheddar's on Riverside Drive in Macon, Georgia. We are very excited about this opportunity to raise awareness about domestic violence and sexual assault. In addition to spreading the important message, this event will also serve as a fundraiser for Crisis Line & Safe House of Central Georgia.

READ BELOW FOR COMPLETE DETAILS



Here's How It Works

How You Can Support A Celebrity Waiter & This Event

Our **Celebrity Waiters** will be helping customers on October 3rd, from 5 pm until 9 pm. You (and your Family & Friends) simply come in and dine. Enjoy your meal while being served by Local Celebrities. Then, “Tip” your Celebrity Waiter. Those “tips” are donations that go directly to helping victims of domestic violence and sexual assault.

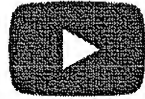
Prior to the **Appetites for Advocacy Night** the Celebrity Waiters listed below will be contacting **Family, Friends and Professional and Social Colleges** to help inform all of **Macon and Middle Georgia** about how this wonderful event supports our community and to ask for your support.

District Attorney David Cooke’s Office will match the total amount raised by the end of the night at 9 pm. At last years event that match was extremely helpful for victims of domestic violence. And the Top Server Special Recognition will be awarded to the Celebrity Waiter that raises the most money. In order for your donation to be included for the award total and match, all donations must be received by 9 pm on October 3rd – Appetites for Advocacy Night.

David Cooke's Special Message

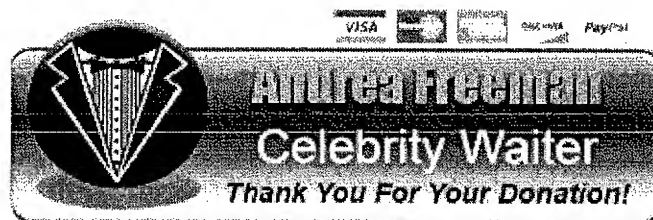


2017 Appetites for Advocacy District Attorney Promo



THIS YEAR'S CELEBRITY WAITERS INCLUDE;

Click On The Buttons Below To Make A Donation To The Celebrity Waiter of Your Choice.



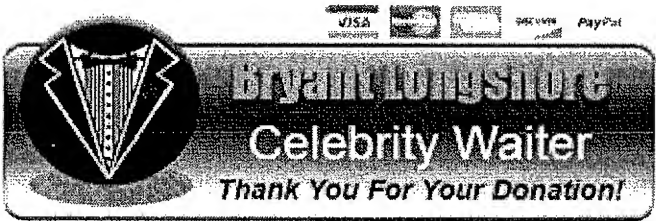
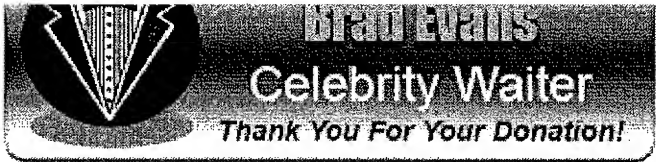


Exhibit U

*In The
SUPERIOR COURT
For The
COUNTY OF PEACH, STATE OF GEORGIA*

**CAPTAIN JACK'S CRAB SHACK, INC.
d/b/a CAPTAIN JACK'S CRAB SHACK,
Plaintiff**

vs

Civil Action 16-V-0170

**CITYOF BYRON, GEORGIA; K. DAVID COOKE, JR.,
District Attorney for the Macon Judicial Circuit,
Defendants**

ORDER ON DEFENDANTS' MOTIONS FOR ATTORNEYS' FEES

Each of the Defendants having filed a Motion for Attorneys' Fees, and the matter having come on for hearing with counsel for each of the parties having presented evidence and arguments and citations relative to such motions, the Court enters the following:

Findings

-1-

Defendant K. David Cooke (hereinafter "Cooke"), in his official capacity as District Attorney for the Macon Judicial Circuit, filed a civil forfeiture lawsuit (hereinafter "forfeiture action") in May 2015 against Captain Jack's Crab Shack, Inc. (hereinafter "Captain Jack's") and its owners Ronnie and Lee Bartlett (hereinafter "the Bartletts").

-2-

In a hearing held in the forfeiture action, Cooke presented evidence of video recordings, including the contents thereof, that he contended justified the seizure of Captain Jack's property during a May 2015 raid.

-3-

Officers of the City of Byron Police Department and agents of other law enforcement agencies, working in concert with the City of Byron Police Department, had made video recordings of the Bartletts allegedly making cash payouts from gaming

Sml

machines in violation of Georgia law against such cash payouts.

-4-

There was detailed testimony at the forfeiture hearing concerning the contents of such video recordings.

-5-

During the pendency of the forfeiture action, Captain Jack's requested the video recordings pursuant to the discovery rules applicable to such civil actions. At no time did Cooke contend that the contents of the videos were protected from public disclosure as a part of an ongoing criminal investigation but did not respond to Captain Jack's civil discovery requests.

-6-

On March 28, 2016, Captain Jack's served the City of Byron with written request under the Georgia Open Records Act for copies of various materials, including the video recordings. The City of Byron's Police Department had possession of the video recordings.

-7-

The City of Byron responded in two different letters (March 31, 2016, and May 9, 2016). The City of Byron did produce some materials but not the video recordings.

-8-

Counsel for Captain Jack's met with Cooke and his special assistant district attorney Michael Lambros (hereinafter "Lambros"). The forfeiture action was still pending, and Captain Jack's counsel again requested the video recordings; neither Cooke nor Lambros objected to the production of the video recordings and agreed to produce the video recordings.

-9-

The video recordings were not produced.

-10-

No criminal charges had been filed against Captain Jack's or the Bartletts.

A handwritten signature in black ink, appearing to be "Jm c", located at the bottom right of the page.

-11-

During the pendency of the forfeiture action, on May 2, 2016, Captain Jack's sent an *ante litem* notice to Cooke and others notifying them it intended to assert claims against them for their alleged violation of Captain Jack's and the Bartletts' civil rights in connection with the forfeiture action.

-12-

On June 9, 2016, Captain Jack's sent a written Open Records Act request to Cooke and another one to the City of Byron for production of the video recordings. Both Cooke and the City of Byron responded on June 9, 2016, and June 14, 2016, with Cooke responding for the first time that the video recordings were exempt from discovery under the Open Records Act as the subject of an ongoing criminal investigation.

-13-

Captain Jack's filed the case under consideration on June 17, 2016, seeking to compel the Defendants to produce the requested video recordings.

-14-

Captain Jack's and the Bartletts filed a federal civil rights action against Cooke, Lambros, and others on August 9, 2016.

-15-

In that same month, August 2016, Cooke dismissed the forfeiture action.

-16-

At no point after the May 2015 raid of Captain Jack's and the Bartletts' businesses and seizure of their business assets had any criminal charges been brought against Captain Jack's or the Bartletts before October 2016, and it was not until October 12, 2016, did Cooke's office obtain an indictment against the Defendants from the Grand Jury. ¹

¹ While not specifically making a finding of such, the Court is particularly troubled by the assertion of the Defendants that Cook "had admitted to Captain Jack's counsel in April 2016 that he had not prioritized prosecuting the Bartletts and had changed his mind only when he received the *ante litem* notice, and that he finally

A handwritten signature in black ink, appearing to be "JmL", is located in the bottom right corner of the page.

Shortly after the indictment, Captain Jack's dismissed this Open Records Action.

APPLICABLE LAW AND CONCLUSIONS OF LAW

-1-

O.C.G.A. 50-18-73 (b) provides the following: "In any action brought to enforce the provisions of . . . [the Open Records Act] . . . in which the court determines that either **party acted without substantial justification** either in not complying with . . . [the Open Records Act] . . . or in instituting the litigation [to enforce the Open Records Act], the court **shall, unless it finds that special circumstances exist,** assess in favor of the complaining party **reasonable** attorney's fees and other litigation costs **reasonably** incurred." (Emphases added.)

-2-

"Lacked substantial justification" has been defined as "substantially frivolous, substantially groundless, or substantially vexatious." ²

-3-

In the overwhelming majority of cases begun with law enforcement officers' investigations, video recordings like the ones at issue here are within the exemption from disclosure under the Open Records Act pursuant to O.C.G.A. 50-18-72 (a) (4) as long as the investigation is "pending." Under this exemption, an investigation is "pending" "until the investigation is concluded and the file is closed."

-4-

The criminal investigation against the Defendants has remained pending since the raid in May 2015.

indicted the Bartletts after they and Captain Jack's filed their federal civil rights action against him and his colleagues." There is certainly circumstantial evidence of such mindset from the timing of various actions by Cooke.

² **Claxton Enter. V. Evans Cty. Bd of Comm'rs, 249 Ga App 870, 877 (2001).**



-5-

It was admitted by the Defendants that the Plaintiffs were entitled to the videotapes through the discovery in the forfeiture action, yet they failed to produce them through that legitimate discovery mechanism.

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Under the totality of the circumstances found here, the Court declines to find Plaintiffs filing of the Open Records Request and the lawsuit to compel compliance with it substantially frivolous or substantially vexatious.

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In addition, the Court further specifically finds that, even if the Plaintiff's Open Records request lacked substantial justification, special circumstances exist in this case: among these special circumstances are the following:³

- a. The use of the content of the video recordings to further deprive the Plaintiffs of their seized property;
- b. The promise(s) of Cooke to produce such video recordings through the discovery in the forfeiture action;
- c. The circumstances described in footnote 1 hereinabove.
- d. The prompt dismissal of this lawsuit by the Plaintiffs when the indictment was returned.⁴

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The General Assembly required any attorney's fees awarded to be "reasonable"

³ Plaintiffs characterize Cooke's conduct as a "waiver" of the right to claim the exemption. The Court opines that the General Assembly intended to include the concept of "waiver" in the language "special circumstances". The Court adopts into this language the argument presented by the Plaintiffs: Cooke had (a) waived any alleged non-discoverability of the videotape by utilizing its contents completely in the Civil Forfeiture Action and (b) waived any alleged non-discoverability of the videotape by unconditionally promising to produce the videos to Captain Jack's during discovery in the Forfeiture Action.

⁴ This dismissal, when coupled with the other circumstances such as the Cooke's dismissal of the forfeiture action, is particularly convincing that the Plaintiffs were not acting in a groundless, frivolous, or vexatious manner in pursuing this lawsuit.

A handwritten signature in black ink, appearing to be "JmC", is located in the bottom right corner of the page.

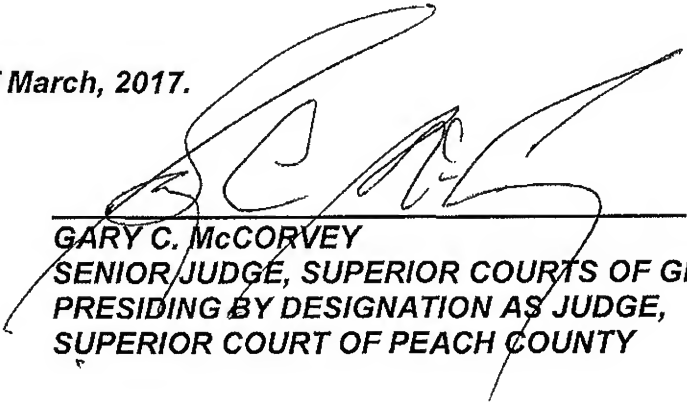
and any costs awarded to be “reasonably incurred.” That same General Assembly additionally included the phrase “unless special circumstances exist” as a clear authorization to Courts of this state to ensure it would be reasonable to award attorneys’ fees and costs in any proceeding to enforce the provisions of the Open Records Act since any mandatory award of attorneys’ fees and costs would be unreasonable where “special circumstances exist.”⁵

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Under the totality of the circumstances found in this case, it would be unreasonable . . . and even unfair . . . to award attorneys’ fees or costs in this case.⁶

IT IS THEREFORE ORDERED that Defendants Motion for Attorneys’ Fees and Costs of Litigation be, and the same hereby is, ***DENIED.***

This 31st day of March, 2017.



**GARY C. McCORVEY
SENIOR JUDGE, SUPERIOR COURTS OF GEORGIA
PRESIDING BY DESIGNATION AS JUDGE,
SUPERIOR COURT OF PEACH COUNTY**

⁵ This Court specifically finds that even if the actions of a party in an Open Records dispute “lack substantial justification”, a trial court does NOT have to award attorneys’ fees and litigation costs unless that court also finds “special circumstances do not exist”. To hold otherwise would be to ignore the plain language utilized by the legislative branch and would render the legislature’s use of the phrase “unless special circumstances exist” as mere surplusage, which this Court is not authorized to do.

⁶ The record in this case is replete with instances in which the defendants were acting fast and loose in complying with the Plaintiffs’ civil discovery rights and requests in the forfeiture action even to the point of dismissing the case which terminated those rights; these actions certainly do not rise to the level of good faith dealings with the Plaintiffs rights. This Court cannot reward such actions by an overly technical application of the Open Records Act which would frustrate the intent of the General Assembly and unduly chill the rights of citizens to transparent government.